349

SUPREME COURT OF THE UNITED STATES.

No. ~~80.~~ 37.

CHARLES VATTIER, APPELLANT,

VERSUS

THOMAS S. HINDE, JAS. B., MARTHA, AND JOHN M. HINDE, INFANTS, &c.

APPEAL FROM THE CIRCUIT COURT UNITED STATES FOR THE DISTRICT OF OHIO.

INDEX.

	Original.	Print.
Bill in chancery, (Thomas S. Hinde et ux., complainants)	1	3
Deed of 31st July, 1795, John C. Symms et ux. to Abraham Garrison	2	5
Deposition of Michael Jones	3	6
A. Garrison's receipt for £50 13 3	4	8
Deed of 6th March, 1800, Wm. and M. Jones to Thomas Doyle	4	8
Assignment of M. Jones et ux. to Thomas S. Hinde	4	9
Answer of James Finley	6	11
Exhibits referred to said answer	7, 8..13, 14,15	
Answer of Charles Vattier	9	16
Exhibit referred to in said answer	9	17
Answer of William Lytle	10	18
Exhibit referred to in said answer	11	19
Answer of Robert Richey	12	20
Exhibit referred to in said answer	12	21
Replication to answers of defendants	14	23
Deed, J. C. Symmes to A. Garrison	14	24
A. Cummings to T. S. Hinde	15	25
Will of James Bradford	16	27
of John Bradshaw	17	28
T. S. Hinde's marriage certificate	17	29
Thomas Doyle's do.	18	29
Letters of administration to James Ewing, &c.	18	30
to Thomas S. Hinde, &c.	19	32
Deposition of Margaret Johnson	21	34
of Abraham F. Snapp	21	35
of John McBain	22	35

Deposition of Francis Lowndes.....22.....36
of Rebecca Dering.....25.....41
of John Mahard, James Ferguson, G. Yateman, and Jesse Hunt..27.....43,44
of Chloe Strong.....28.....45
of Samuel C. Vance.....29.....46,48
of H. Flint.....31.....49
of G. Yateman and John Garrison.....32.....54,51
of Abraham Garrison and William Smith.....33.....51,52
of Robert Buntin.....34.....53
Will of James Bradford.....35.....55
Transcript of "John Graeff *vs.* Thomas Doyle".....36.....56
Letters to Samuel C. Vance, from D. Collins and T. S. Hinde.....42.....65
Deposition of Samuel C. Vance.....16.....70
of H. Flint.....47.....72
of G. Yateman.....48.....73
Deed, William Denison et ux to George Ely.....48.....73
James Smith to Charles Vattier.....49.....75
Garrison to Dennison.....50.....77
Garrison to Findlay.....51.....78
Vattier to Lytle.....52.....79
Depositions of William Jones and Thomas Henderson.....53.....81
of Carter Smith and Robert Dunn.....54.....83
of J. Burnet.....55.....84
of Thomas Henderson, John S. Gano, James Findlay, and J Sellman.....56.....85
of Cornelius Sedam.....57.....86
of W. Burke, E. Hall, and James A. Sturges.....58.....88,89
of A. Erich and J. P. Lord.....59.....89
of Thomas Henderson.....60.....91
of H. Glenn.....61.....92
Decree of circuit court United States.....62.....93
Process of attachment for contempt against Charles Vattier.....62.....94
Mandate of Supreme Court United States.....64.....95
Supplemental bill and bill of revivor.....65.....97
Exhibit No. 1.....71.....105
Nos. 2, 3.....72.....106
Subpœna and return.....72.....107
Rule to show cause why Robert Ritchey, &c.....73.....108
Answer of William Dennison.....74.....109
Deed, Abraham Garrison et ux. to William Denison.....76.....112
Answer of Abraham Garrison.....77.....113
Answer of George Ely.....78.....114
Plea of Robert Ritchey.....79.....116
Deed, Thomas S. Hinde et ux. to Alexander Cummings.....80.....117
Demurrer of Charles Vattier.....81.....119
Bill dismissed as to Ely, Dennison, and Richey.....81.....119
Demurrer overruled.....82.....120
Deed of release, William Lytle to Charles Vattier.....82.....120
Deed of Smith to Vattier.....82.....121

Answer of Charles Vattier.....88.....128
Amended answer of do.....94.....135
Deed, Thomas S. Hinde et ux. to A. Cummins.....95.....137
Plea of James Findlay.....96.....138
Replication.....98.....141
Rejoinder.....99.....142
Deposition of John Brunk.....99.....143
of J. Burnet.....100.....144
Statement of witnesses.....102.....146
Defendants' objections to depositions, &c.....102.....147
Agreement of counsel.....104.....148
Final decree.....104.....149
Appeal prayed and allowed, appeal bond.....105.....149
Agreement of counsel.....105.....150
Transcript of "Charles Vattier *vs.* Thomas Doyle".....106.....151
of "James Conn *vs.* Thomas Doyle".....107.....152
Clerk's certificate.....109.....155

Pleas begun and held at the court-house, in the town of Columbus, on the third Monday of December, being the twentieth day of the same month, in the year of our Lord one thousand eight hundred and thirty, and of the independence of the United States of America the fifty-fifth, before the honorable John McLean and John W. Campbell, judges of the circuit court of the United States in and for the seventh circuit, and district of Ohio.

THOMAS S. HINDE, et al. *vs.* CHARLES VATTIER, et al. } *In chancery.*

Be it remembered, that heretofore, to wit, at the September term of said court, in the year of our Lord one thousand eight hundred and nineteen, and of the American independence the forty-fourth, came Thomas S. Hinde, and Belinda his wife, citizens of Kentucky, and residents therein, by P. Doddridge, their counsel, and filed in the clerk's office of said court a bill in chancery against James Findly and others, in the words and figures following, to wit:

To the honorable Thomas Todd and Charles Willing Byrd, judges of the United States' circuit court for the seventh circuit within and for the district of Ohio.

The bill of complaint of Thomas S. Hinde, and Belinda his wife, citizens of the State of Kentucky, and residents therein, humbly complaining, showeth unto your honors, that James Bradford, the father of your oratrix, fell in the battle between General St. Clair and the Indians, on the 4th November, 1791, leaving your oratrix, Belinda, his only child and heiress at law. That about the year 1792, Margaret, the mother of your oratrix, lawfully married one Thomas Doyle, the elder, then an officer in the United

States' service, by whom she had issue Thomas Doyle, junior, half brother of your oratrix. That Thomas Doyle, the elder, departed this life between the years 1803 and 1806, intestate, leaving the said Thomas Doyle, junior, his only child and heir at law. That the mother of the said Thomas Doyle, junior, and your oratrix, departed this life about the year 1805 or '6, intestate, leaving the said Thomas and your oratrix her only issue. That the said Thomas, surviving both his parents, died intestate in the year 1811, under age and without issue, having never been married, leaving your oratrix, his half sister and his next of kin, his heiress at law. That, on the first of July, 1795, one John Cleves Symms, proprietor of the town of Cincinnati, in the county of Hamilton, in the district of Ohio, and within the jurisdiction of this court, being seized and possessed in fee of his own demesne, by deed duly executed and recorded, conveyed to one Abraham Garrison in fee simple the lots in the said town, numbered 86, 155, 156, 157, to a copy of which deed, being hereto annexed, your orators refer, and *by* leave to make the same part of their bill in this behalf. That, on the 10th September, 1799, the said Abraham Garrison, for the consideration of $250, sold the said lot 86 to William and Michael Jones, brothers and partners in trade, and gave them the receipt hereunto annexed of that date, which, being attached to the deposition of the said Michael, hereunto annexed, marked A, your orators *by* leave to refer to the same, and make the same part of their bill in this behalf; and, in pursuance of that contract and receipt for payment, the said Abraham executed a deed with two witnesses to the same, which was sealed by him in due legal form, but which deed has been lost or destroyed by time and accident. That the day following the date of the said deed, or about that time, the said William Jones, in behalf of the firm composed of him and the said Michael, sold and conveyed the said lot to the said Thomas Doyle, junior, by a legal deed of conveyance, properly executed and recorded, which is herewith filed as a part of this bill. That Thomas Doyle, senior, in behalf of his said son, Thomas Dole, junior, took possession of the said lot 86, and died in the actual possession of the same. That, in the year 1814, your orator, Thomas S. Hinde, in right of your oratrix, as heir to Thomas Doyle, jun., took possession of the said lot 86, and put a tenant in the actual possession. That, in confirmation of his title, your orator procured a deed of confirmation of his claim to said lot 86 from the said Michael Jones, dated the 26th day of May, 1819, which is hereunto annexed, marked B, and to which deed your orators *by* leave to refer, and to make the same part of this said bill in this behalf. Your orators further showeth, that after taking possession of the said lot 86 by your orator, Thomas S. Hinde, James Findly, Charles Vattier, Robert Ritchie, William Lytle, George Ely, and William Dennison, all citizens of the State of Ohio, and residents therein, and all of the county of Hamilton, except the said Ely, who resided in Clermont county, and all of whom your orator *by* leave to make defendants hereto, with apt words to charge them, and having perfect knowledge of the claim of the said Thomas Doyle, jun., and confederating themselves with divers persons to your orators unknown, and conspiring and consulting how to defraud your orators, and knowing the loss of the said deed from Garrison, have procured a conveyance some how or other from the said Garrison to some or one of them of the said lot 86, and violently dispossessed your orators' tenant, claiming that they hold the legal estate in the said lot 86. Your orators further show, that they have commenced an ejectment for the said lot on the demises of your orator, Thomas

S. Hinde, against those of the defendants hereto, who are now in possession on the law side of this honorable court, which is still depending, but in which your orators find they cannot make such full proof of the contents of the said lost deed as will avail them at law, and in as much as the conveyance by one partner in trade of the real estate vested in both is not at law valid to pass the legal title of the party not signing the deed, and as they have from the party not signing the said lost deed, but a deed of confirmation, and cannot make full proof at law, but in as much as it is manifest that without such proof their claim is good in equity, they had hoped that the defendants would have delivered up to them the possession of the said lot, would have accounted with them for the profits, and would have conveyed to the said Belinda all the estate devised to them, or either of them, by any conveyance, they, or either of them, may have obtained from the said Abraham Garrison, to do which they have often personally applied to, that to do either of which acts they do severally refuse; which actings and doings of the said defendants are against equity and good conscience, and tends to your orators' hurt and prejudice.

Whereupon, and in as much as your orators are advised that they are remediless in the premises, except in chancery, where frauds and matters of this sort are most properly cognizable, to the end that the defendants may be compelled to convey to your orators such titles as they may have acquired by the means aforesaid, may be compelled to deliver up the possession, and also to account for the profits, your orators pray process of subpœna, &c., and that the defendants may come here, and on their corporal oaths severally answer the allegation herein contained, as fully as if herein again repeated, and they severally thereto interrogated, but more especially that they set out, and say and declare the nature of their titles to the premises from whom derived, and how and where; and their knowledge of the claim of the said Thomas Dole, jun.; the possession of your orator, Thomas S. Hinde, by his tenant; and the forcible eviction of the tenant; and that they pray such general relief as to equity may appertain, and to your honors shall seem just and right, and shall pray, &c.

THOMAS S. HINDE.
BELINDA HINDE.

By their attorney, P. DODDRIDGE,
SCOTT, and
GIRE.

This indenture, made this thirty-first day of July, in the year of our Lord 1795, between John Cleves Symms, of the county of Hamilton, and territory of the United States northwest of the river Ohio, of the first part, and Abraham Garrison, of the other part, witnesseth, that the said John Cleves Symms, for and in consideration of the sum of four dollars, to him in hand well and truly paid, at or before the ensealing and delivery hereof by the said Abraham Garrison, the receipt whereof the said John Cleves Symms doth hereby acknowledge, and therefore and therefrom doth clearly acquit, exonerate, and discharge the said Abraham Garrison, his executors and administrators, have given, granted, bargained, sold, alien , released, conveyed, and confirmed, and by these presents do fully give, grant, bargain, and sell, unto the said Abraham Garrison, (vide record,) heirs and assigns, for ever, all those four town lots, viz. Lot No. eighty-six, lot No. one hundred and fifty-five, No. one hundred and fifty-six, lot No. one hundred

and fifty-seven, containing 72 perches each of land, situate and being in the town of Cincinnati, in the county aforesaid, in the Miami purchase, being a part of the 17th and 18th, or one of those sections in the fourth township and first fraction range, which lots contain six rods in front, and twelve rods deep, together with all and singular the privileges and appurtenances to the said lot belonging or in any wise appertaining, to have and to hold the before granted premises, with the appurtenances and privileges thereunto belonging, to the said Abraham Garrison, his heirs and assigns, for their own proper use, benefit, and behoof, for ever. And the said John Cleves Symmes, for himself and his heirs, executors, and administrators, doth covenant, promise, and agree, unto and with the said Abraham Garrison, heirs and assigns, that, at the time of the ensealing and delivery hereof, he is the true, sole, and lawful owner, and is lawfully seized of the same by purchase from the United States, and hath in himself full power and lawful authority to sell and convey the same in manner aforesaid. And the said John Cleves Symmes doth further covenant with the said Abraham Garrison, heirs and assigns, that all and singular the premises and lot aforesaid, unto the said Abraham Garrison, heirs and assigns, against all lawful claims and demands whatsoever, he, the said John Cleves Symmes, and his heirs, will well and truly warrant, and for ever by these presents defend.

In witness whereof, the said John Cleves Symmes, together with Susan his wife, who hereby relinquishes her right of dower in the premises, have hereunto severally set their hands, and affix their seals, the day and year aforesaid.

JOHN CLEVES SYMMES. [SEAL.]
SUSAN SYMMES. [SEAL.]

Sealed and delivered in the presence of
DANIEL GRIFFIN,
THOMAS FURGERSON.

HAMILTON COUNTY, SC.

Before Aaron Cadwell, one of the justices of the court of common pleas in the said county, came personally the within named John Cleves Symmes, and Susan Symmes his wife, and the said Susan being examined separately, secretly, and apart from her said husband, did acknowledge the within instrument to be their voluntary act and deed for the use and purpose therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, the 12th day of December, 1795. Recorded January 7, 1796.

AARON CADWELL. [SEAL.]

September 6th, 1817. I do hereby certify that the foregoing is a true copy of the record thereof remaining in my office.

THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

Deposition of Michael Jones, taken on the ninth day of June, 1819, at the house of the said Michael Jones, in the State of Illinois, town of Kaskaskia, in the county of Randolph, before me, the undersigned, judge of the district court of the United States for the district of Illinois, to be read as

evidence in the ejectment pending in the courts of the United States in and for the seventh circuit, and district of Ohio, wherein James Dikes, on the demise of Thomas S. Hinde, is plaintiff, and Robert Richer and William Lytle are defendants, and taken in behalf of said plaintiffs in said suit. The said witness, being of full age, was by me first duly sworn and cautioned to depose and certify the whole truth, who thereupon doth testify, declare, and say, that he was one of the firm of William and Michael Jones in a mercantile establishment in Cincinnati, in the Northwestern Territory, which firm commenced, as this deponent believes, some time in the year 1797; that, previous to the year 1800, the business of the mercantile concern devolved on William Jones; and that at the time (the 26th March, 1800) a conveyance, purporting to be a deed from William and Michael Jones to Thomas Doyle, senior, for an in-lot in Cincinnati, No. eighty-six, was made and executed by the said William Jones, in the absence of the deponent from Cincinnati; the deponent further states, that he understood from William Jones, that the said lot was purchased by him from Abraham Garrison, and that he obtained a deed of conveyance from said Garrison and wife to William and Michael Jones, and that he afterwards conveyed the same to Thomas Doyle, to whom, as deponent understood, the deed from Garrison was delivered. This deponent states further, that the papers of the said mercantile establishment have subsequently fallen into his hands; and, in looking over them, he has discovered a receipt and obligation in the handwriting of the said William Jones, signed by Abraham Garrison, dated 10th September, 1799, by which the said Garrison obligated himself to convey a lot opposite Mr. Conn's, in Cincinnati, for two hundred and fifty dollars, and witnessed by Jacob Awl, and that the lot designated by the said obligation, which is hereunto annexed, this deponent has every reason to believe was the lot in question, and in and about this time Mr. Conn resided nearly opposite Mr. Fergurson, merchant, on the hill a little below next the river. The deponent states that he is no way interested in the issue of this suit, he having been previously voluntary and fully exonerated from all responsibility on account of the said deed made to Thomas Doyle, or on account of a release of his claim to said lot in favor of the legal representatives of said Doyle.

MICHAEL JONES.

To the honorable the judges of the circuit court of the United States' seventh circuit, Ohio district.

I do certify that the foregoing deposition was taken before me at the place and time stated in the caption; that the said witness was by me carefully examined, and cautioned and sworn to testify the whole truth; that the said deposition was wholly reduced to writing by the deponent himself, and subscribed by him in my presence; that the place where the deposition was taken, which is the place of the residence of the deponent, is more than one hundred miles from Chillicothe, in the State of Ohio; that no notice of the taking of the deposition was by me given to the adverse party, or his attorney or agent, to be present at the taking of the same, because neither of the said defendants, nor any agent or attorney of them, or either of them, is known to me were within one hundred miles of the place of taking the same. I do declare that I am not of counsel or attorney to either of the parties, nor interested in the event of the cause; and that I am judge

of the district court of the United States for the district of Illinois, duly commissioned and qualified. All which I certify under my hand and seal, this ninth day of June, in the year of our Lord one thousand eight hundred and nineteen.

NATHL. POPE. [SEAL.]

Received, Cincinnati, 10th September, 1799, of W. & M. Jones, fifty pounds thirteen shillings and three pence, in part of a lot opposite Mr. Conn's, in Cincinnati, for two hundred and fifty dollars, which I will make them a warrantee deed for the same on or before the twentieth day this instant.

Witness my hand, this tenth day of September aforesaid.

ABRAHAM GRAISON.

Test: JACOB AWL.

Endorsed, A. Garrison's receipt for £50 13 3.

This indenture, made the 26th day of March, in the year of our Lord one thousand eight hundred, between William and Michael Jones, of the town of Cincinnati, in the county of Hamilton, and territory of the United States northwest of the river Ohio, merchants, of the one part, and Thomas Doyle, junior, of the same place, of the other part, witnesseth, that for and in consideration of the sum of three hundred and fifty dollars, to them in hand paid by the said Thomas Doyle, on or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said Thomas Doyle, his heirs and assigns, for ever, a certain lot of ground, situate in the town of Cincinnati, in the county and territory aforesaid, marked in the general plat of said town number eighty-six, being the same lot which the hon. Cleves Symmes, and Susan his wife, by their indenture, bearing date the thirty-first day of July, 1795, for the consideration of the sum therein mentioned, did grant and convey the same unto Abraham Garrison, and to his heirs and assigns, for ever, recorded in the office for the recording of deeds for said county, January seventh, 1796, in book A, No. 1, page 100. And whereas the said Abraham Garrison, and Lydia his wife, by their indenture, bearing date the eleventh day of September, 1799, for the consideration of sum therein mentioned, did grant and convey the same to the said William and Michael Jones, and to their heirs and assigns. for ever, reference thereto being hadi will more fully appear; together with all and singular the buildings, and mprovements thereon erected and built, with the appurtenance thereunto belonging, unto the said Thomas Doyle, his heirs and assigns, for his own proper use, benefit, and behoof of the said Thomas Doyle, and to his heirs and assigns, for ever, against them, the said W. and M. Jones, and their heirs, executors, administrators, or assigns, and against all and every other person or persons whatsoever, lawfully claiming or to claim the same, or any part thereof, by, rom, or under him, them, or any of them. The said William and Michael Jones, and their heirs, shall and will warrant and for ever defend by these presents.

In witness whereof, the said William Jones hath hereunto set his hand and seal, the day and date first above mentioned.

W. & M. JONES. [SEAL.]

Witness present: JOSEPH PRINCE, JOHN FINLEY.

HAMILTON COUNTY, ss. 353

Before me, Joseph Prince, one of the justices of the peace for said county, personally appeared William Jones, one of the partners within mentioned, and acknowledged the within indenture to be their act and deed, and desired the same may be recorded as such.

In testimony whereof, I have hereunto set my hand, and affixed my seal, this 26th day of March, 1800.

JOSEPH PRINCE. [L. S.]

Received, the day and date of the within written indenture, of the within named Thomas Dole, three hundred and fifty dollars, it being in full for the consideration money within mentioned.

W. & M. JONES.

Witness: JOSEPH PRINCE, JOHN FINLEY.

Recorded, December 19th, 1800.

September 6th, 1817. I do hereby certify that the foregoing is a true copy from the records thereof remaining in this office.

THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

Know all men by these presents, that I, Michael Jones, of the town of Kaskaskia, county of Randolph, and State of Illinois, and Jane Jones my wife, for value received, and in consideration of the premises, have, and do hereby relinquish, unto Thomas S. Hinde, late of Chillicothe, Ohio, now of Cynthiana, Harrison county, Kentucky, (the legal representative of Thomas Doyle, junior, deceased,) all our right, title, claim, or interest, in a certain lot, in the town of Cincinnati, county of Hamilton, and State of Ohio, numbered on the plan of the town eighty-six, which said lot was heretofore conveyed by William Jones individually, in the name of the firm of William and Michael Jones, and as such acknowledged and recorded in the recorder's office of Hamilton county, now Ohio, then the Northwestern Territory, in book D, No. 2, p. 158 and 159, as appears *to* from a transcript therefrom; to have and to hold all our right, title, claim, or interest, in and to said lot, or that of our heirs, executors, administrators, or assigns, to the said legal representative of the said Thomas Doyle, junior, his heirs or assigns, executors or administrators from.

In witness whereof, we have hereunto subscribed our names, and affixed our seals, this 26th day of May, Anno Domini 1819.

MICHAEL JONES. [SEAL.]
JANE JONES. [SEAL.]

Witness present: THOMAS J. V. OWENS, JOHN W. GILLISS.

STATE OF ILLINOIS, *Randolph county, ss.*

This day personally appeared before me, the undersigned, a justice of the peace for the county and State aforesaid, the within named Michael Jones, and Jane his wife, and acknowledge the within instrument of writing to be their act and deed for the purposes therein mentioned. She, the said Jane, being first by me examined separately and apart from her said husband, did

acknowledge that she relinquished all her right and title of dower to the within premises freely and voluntarily, without the threats or precautions of her said husband.

In witness whereof, I have hereunto subscribed my name, and affix my seal, this 26th day of May, Anno Domini 1819.

JOHN W. GILLISS, *J. P.* [SEAL.]

STATE OF ILLINOIS, *Randolph county, sct.*

I, William C. Greenup, clerk of the circuit court of Randolph county, State of Illinois, do hereby certify that John W. Gilliss, Esquire, whose signature is affixed to the foregoing certificate of acknowledgment, is now, and was at the time of executing the same, an acting justice of the peace in and for the county aforesaid, duly commissioned and sworn, and to whose official acts as such due faith and credit is and ought to be given.

Given under my hand, and the seal of the said court, at Kaskaskia, this twenty-sixth day of May, in the year of our Lord one thousand and eight hundred and nineteen, and of the independence of the United States the forty-third.

WM. C. GREENUP. [L. S.]

STATE OF ILLINOIS, *Randolph county, sct.*

I, Joseph Philips, chief justice of the supreme court of the State of Illinois, and presiding justice of the circuit court of Randolph county, do hereby certify that William C. Greenup, whose signature is affixed to the foregoing certificate, is now, and was at the time of affixing the same, clerk of the circuit court of Randolph county aforesaid, duly commissioned and sworn, and that the said certificate is in due form.

Given under my hand and seal, this 26th day of May, 1819.

JOS. PHILIPS.

Received, August 14th, 1819.

Recorded same day, in book T, No. 1, pages 230 and 231.

THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

And thereupon the following writ issued out of the clerk's office of said court, to wit:

THE UNITED STATES OF AMERICA, *District of Ohio, sct.—To the marshal of said district, greeting:*

We command you to summons James Finley, William Lytle, Charles Vattier, Robert Ritcher, George Ely, and William Dennison, citizens of, and residents in, the State of Ohio, if they be found in your bailiwick, to appear before the judges of the circuit court of the United States for the seventh circuit, and district of Ohio aforesaid, at Chillicothe, on the first Monday in the month of January next, to answer Thomas S. Hinde, and Belinda his wife, citizens of, and residents in, the State of Kentucky, of a certain bill in chancery exhibited against them, and this they shall in nowise omit, under the penalty of the law, and have then there this writ.

Witness the honorable John Marshall, Chief Justice of the United States of America, this 29th day of September, 1819, and in the 44th year of the independence of the United States of America.

Attest: HARVEY D. EVANS, *Clerk.* [L. S.]

And afterwards, to wit, at the term to which the aforegoing writ was in form aforesaid made returnable, to wit, the term of January, in the year of our Lord one thousand eight hundred and twenty, came the marshal, and made return of said writ, with the following endorsements thereon, to wit: I have summoned the within named defendants

J. VICKERS, *Deputy marshal.*

And thereupon this cause was continued.

And afterwards, to wit, at rules held in the clerk's office of said court, in the month of February, in the year last aforesaid, came the complainants, by their attorney, and entered a rule on the said defendants to answer their bill within 90 days, or decree pro confesso.

And afterwards, to wit, at rules held as aforesaid, in the months of March and April, in the year last aforesaid, this cause was continued.

And afterwards, to wit, at rules held as aforesaid, in the month of May, in the year last aforesaid, came Finley, Vattier, Lytle, and Richey, and filed their answers as follows, to wit:

United States' circuit court, seventh circuit, Ohio district.

JAMES FINLEY and others *adsm.* } *Answer in chancery.*
THOMAS HINDE and wife. }

The several answer of James Finley to the bill of complaint of Thomas S. Hinde, and Belinda his wife, against him and others. This defendant, saving and reserving to himself now, and at all times hereafter, all manner of benefit of exception to the many imperfections in the complainant's bill of complaint contained, for answer thereunto, or unto so much thereof as is material for him to answer unto, he answereth and saith: That, some time in the year eighteen hundred and seven, a transfer was made to him of lot number eighty-six in the bill named, as this defendant then believes, by Nicholas Longworth, Esquire, attorney in fact of Charles Vattier, of Cincinnati. A judgment to a large amount had been recovered by this defendant against said Vattier, and real estate in various places was transferred to this defendant, in part satisfaction of the same. Said Vattier, he was informed was owner of the lot, and had been in the possession of the same. Possession of the said lot was given to this defendant at the time aforesaid, and he continued uninterruptedly to enjoy the same, to the best of his knowledge and belief, until he conveyed his right to the said lot to Abraham Garrison, junior, and Charles Vattier, as hereafter set forth. Some time in the year eighteen hundred and fifteen, this defendant was informed that Abraham Garrison claimed the lot, and denied that he ever had parted with his right to it. This defendant was also informed that said Garrison was offering to sell the lot, when he caused the record of Hamilton county to be searched, and found that no title of record had ever passed out of said Garrison. This defendant then purchased of him, the said Garrison, his right to the said lot number eighty-six, for and in consideration of the sum of seven hundred dollars in specie, and a conveyance to his son, Abraham

Garrison, junior, for twenty-three feet of said lot, and obtained his conveyance therefor on the ninth day of August, in the year eighteen hundred and fifteen, to which this defendant prays a reference, and that it be made a part of this his answer, a copy of which is hereto attached. Before the purchase made by this defendant of Abraham Garrison, it was his impression and belief that Thomas Doyle was once the owner of the lot, that it had been sold at sheriff's sale as his property, and that it was bought by Charles Vattier, in whose right this defendant claimed to hold the lot. But this defendant saith, that when Abraham Garrison claimed the lot as his, and he caused his title to be investigated, he discovered that nothing appeared of record passing the title from Garrison: he bona fide purchased the lot aforesaid, for the consideration aforesaid, which he paid at the time. This defendant, finding that his claim of title was incomplete, was induced to purchase from Garrison much against his inclination, and interrogated Garrison on the subject, who solemnly declared he had never sold the lot number eighty-six to any person whatever; and this deponent made inquiry of a number of the old settlers, then living in Cincinnati, to find whether they knew any thing of the sale of Garrison to William and Michael Jones; they informed this defendant that they knew nothing more than report, that Thomas Doyle had claimed the said lot, and that it was sold by the sheriff as his property, nor could this defendant find any contract, or any person that knew of a contract, until he got a copy in the complainant's bill. This defendant saith, that he has, ever since the time he took possession of the said lot, some time in the year eighteen hundred and seven, until he conveyed unto Charles Vattier and Abraham Garrison, been possessed of the same. This defendant, in further answering, saith, that he has no recollection of having at any time, until since the filing of the complainant's bill, heard that the complainant, Hinde, ever had the possession of the said lot. Some part of the year eighteen hundred and fourteen, this defendant was absent from Cincinnati, and what Mr. Hinde might have done in his absence relative to the said lot, he does not know, but he has no recollection of hearing, on his return home, that Hinde had taken the possession of the lot, nor did he remove from the possession any person pretending to claim under said Hinde, but this deponent's possession remained undisturbed until he parted with the same. This defendant further saith, that, on or about the ninth day of August, eighteen and fifteen, at the request of the aforesaid Garrison, he conveyed to Abraham Garrison, junior, a part of said lot, viz. twenty three feet front, on Main street, extending back the depth of the said lot, for the nominal consideration of two hundred and fifty dollars, (the real consideration being the execution of the deed, herein mentioned by Abraham Garrison, the elder, to this defendant, as is hereinbefore stated,) as by a copy of the deed, hereto annexed, will more fully appear. And on the tenth day of April, eighteen hundred and eighteen, on a compromise with Charles Vattier, this deponent conveyed to the said Vattier all his right and title to the remaining part of the said lot, as by a copy of the deed, hereto annexed, will more fully appear, which copies the defendant prays may be taken for a part of his answer. This defendant denies all manner of combination and conspiracy wherewith he stands charged, without that that there is any other matter or thing, not herein well and sufficiently answered, traversed, or denied, is true; and he prays to be hence dismissed with his reasonable costs by him about his suit in this behalf by him most unjustly sustained.

ESTE, *Attorney.*

355

STATE OF OHIO, *Hamilton county, ss.*

Personally appeared before me, mayor of said city of Cincinnati, the subscriber, who, being sworn, deposeth and saith, that the foregoing answer, so far as he knows of his own knowledge, he knows to be true, and so far as he has his information from others, he believes to be true.

JAMES FINLEY.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said city, this twenty-fifth day of April, A D. 1820.

ISAAC G. BURET, *Mayor of Cincinnati.* [L. S.]

Exhibit referred to in Findlay's answer.

This indenture, made this ninth day of August, in the year of our Lord one thousand eight hundred and fifteen, between Abraham Garrison, and Rachel his wife, now of Cincinnati, late of Indiana Territory, of the first part, and James Findlay, of Cincinnati, of the second part, witnesseth, that the parties of the first part, for and in consideration of nine hundred and fifty dollars, to them in hand by the party of the second part well and truly paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, remised, and quit claimed, and by these presents doth grant, bargain, sell, remise, and quit claim, unto the party of the second part, his heirs and assigns, for ever, all that certain lot or tract of land, situate in the town of Cincinnati, on the east side of Main street, distinguished and known on the plan of said town of Cincinnati as lot number eighty-six, together with all and singular the hereditaments and appurtenance thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, and demand, whatsoever, of them, the parties of the first part, of, in, and to the same, either in law or equity, and of every part thereof, to the party of the second part, who is in the full and peaceable possession of the lot aforesaid, his heirs and assigns, for ever.

In witness whereof, the said Abraham Garrison, and Rachel his wife, who hereby rolinquishes her right of dower, have hereunto set their hands and seals, the day and year above written.

ABRAHAM GARRISON. [SEAL.]

her
RACHEL × GARRISON. [SEAL.]
mark.

Signed, seal , and delivered in the presence of
CHARLES SATTERLY,
GRIFFIN YATEMAN.

STATE OF OHIO, *Hamilton county, ss.*

Be it remembered, that on the ninth day of August, in the year of our Lord one thousand eight hundred and fifteen, before me, Griffin Yateman, justice of the peace in and for the county aforesaid, personally appeared Abraham Garrison, and Rachel his wife, who, being duly examined as the law directs, did severally acknowledge the foregoing deed or quit claim to be their voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, the day and year first above written.

GRIFFIN YATEMAN. [SEAL.]

Recorded August 31, 1815.

I do hereby certify that the foregoing quit claim is truly copied from the record thereof, now remaining in my office. May 24, 1819.

THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

Exhibit referred to in Findlay's answer.

This indenture, made the ninth day of August, one thousand eight hundred and fifteen, between James Findlay, and Jane his wife, of the town of Cincinnati, of the first part, and Abraham Garrison, jun., of the Indiana Territory, of the second part, witnesseth, that the parties of the first part, for and consideration of the sum of two hundred and fifty dollars, to them in hand *paid* by the party of the second part well and truly paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, and quit claimed, and by these presents do grant, bargain, sell, remise, and quit claim, unto the party of the second part, his heirs and assigns, for ever, all that certain lot or tract of land, situate in the town of Cincinnati, being twenty-three front on Main street, to be taken off the south side of lot numbered on the plan of the town of Cincinnati eighty-six, and to extend back the same width the whole depth of the lot; together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, and demand, whatsoever, of them, the said parties of the first part, of, in, and to the same, either in law or equity, and of every part and parcel thereof, to the said party of the second part, his heirs and assigns, for ever.

In witness whereof, the said parties of the first part have to these presents set their hands and seals, the day and year above written.

JAMES FINDLAY. [SEAL.]
JANE FINDLAY. [SEAL.]

Test: THOMAS JESSOP, GRIFFIN YATEMAN.

STATE OF OHIO, *Hamilton county, sct.*

Personally came before me, the undersigned, a justice of the peace in and for the county aforesaid, James Findlay, and Jane his wife, the within named grantors, and the said Jane being examined separate and apart from her husband, they, and each of them, acknowledge the within indenture to be their free and voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, at Cincinnati, this ninth day of August, eighteen hundred and fifteen.

GRIFFIN YATEMAN. [SEAL.]

Recorded August 31st, 1819.

356

I do hereby certify that the foregoing quit claim is truly copied from the record thereof, now remaining in my office. May 24, 1819.

THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

Exhibit referred to in Findlay's answer.

Know all men by these presents, that I, James Findlay, of the town of Cincinnati, in the county of Hamilton, and State of Ohio, in consideration of one dollar, and a final settlement of all claims, to me in hand paid by Charles Vattier, of the same town, county, and State, the receipt whereof is hereby acknowledged, do hereby give, grant, sell, release, remise, and for ever quit claim, unto the said Charles Vattier, his heirs and assigns, all the right, title, and interest, which I have or ought to have in and to seventy-six feet of land, contained in the lot numbered on the town plot of Cincinnati aforesaid eighty-six, be said number of feet more or less; said land is situated on Main street, in said town; also, all the right, title, and interest, which I have or ought to have in and to the certain north half of lot numbered on the plan of said Cincinnati forty-two, containing thirty-six square perches, be the same more or less; bounded on the west three poles by Sycamore street, on the north twelve by Fifth street, on the east *by* three poles by lot number seventeen, and on the south twelve poles by James Korby's half lot, together with all and singular the buildings thereon, and the appurtenances and privileges thereto pertaining and belonging; to have and to hold the same to him, the said Charles Vattier, his heirs and assigns, for ever, against the lawful claims of any or all persons, claiming by, through, or under me.

In witness whereof, the said James Findlay, and Jane Findlay, wife of the said James, who hereby relinquishes to the said Vattier, his heirs and assigns, her right of dower in the premises, have hereunto set their hands and seals, this tenth day of April, in the year of our Lord one thousand eight hundred and eighteen.

JAMES FINDLAY. [SEAL.]
JANE FINDLAY. [SEAL.]

Signed, seal , and delivered in our presence.
PHILIP YOST, jun.
E. STONE.

Hamilton county, ss.

Personally appeared before me, the undersigned, justice of the peace, James Findlay, and Jane his wife, and severally acknowledge the execution of the within deed as their voluntary act and deed for the purposes therein mentioned, the said Jane being examined separate and apart from her said husband. Dated May 9th, 1818.

ETHAN STONE. [SEAL.]

I do hereby certify that the foregoing quit claim is truly copied from the record thereof, now remaining in my office.

THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

Recorded May 25th.

United States' circuit court, seventh circuit, Ohio district

CHARLES VATTIER and others *adsm.* THOMAS S. HINDE and wife. } *Answer in chancery.*

The several answer of Charles Vattier to the bill of complaint of Thomas S. Hinde and wife, against him and others. This defendant, saving and reserving to himself, now and at all times hereafter, all manner of benefit of exception to the many imperfections in the complainant's bill contained, for answer thereunto, or unto so much thereof as it is material for him to answer unto, he answereth and saith: That as early as the year eighteen hundred, as well as this deponent recollects, the lot number eighty-six, as set forth in the complainant's bill, was advertised by the sheriff of Hamilton county to be sold at sheriff sale to satisfy an execution issued at the suit of this defendant against said Doyle, and also another execution issued at the suit of one Com & Vattier against said Doyle; this defendant bid at the sale, and became the purchaser, and paid therefor the sum of ninety dollars. I took possession of the same, which he peaceably held until James Findlay, of Cincinnati, became possessed thereof, some time in the year eighteen hundred and seven. This defendant further saith, that he has lately caused the returns on said executions to be examined, and no return of a sale can be found, nor can any deed from the sheriff to him be found. This defendant has no other knowledge of the title of Thomas Doyle to the said lot, than its having been called his, and the sale so as aforesaid. He knows nothing of any contract or deed from Abraham Garrison to the Mr Jones, or either of them, nor has he any knowledge that Hinde took possession of the said lot, and that his tenant was turned out of the possession thereof This defendant has no knowledge of the nature of the contract between Garrison and Findlay, but he has been informed, and believes, that Findlay bought the right of Garrison, understanding that Garrison had never conveyed. This defendant further saith, that, on the 10th of April, eighteen hundred and eighteen, James Findlay conveyed to him a part of said lot for a valuable consideration, as set forth in the deed, and as described in said deed, to a copy of which, hereto annexed, this defendant prays reference may be had, and that it be made a part of this his answer, which part of lot this defendant afterwards conveyed to William Lytle for the consideration in the said deed named, a copy of which is hereto annexed. And this defendant denies all manner of confederacy wherewith he stands charged, without that that there is any other matter or thing, not herein well and sufficiently answered, traversed, or denied, is true; and he prays to be hence dismissed with his reasonable costs by him about his suit in that behalf most unjustly sustained, &c.

STATE OF OHIO, *Hamilton county, city of Cincinnati, ss.*

Personally appeared before me, mayor of the city of Cincinnati, the said defendant, who, being sworn, deposeth and saith, that the foregoing statement, so far as he knows of his own knowledge, he knows to be true, and so far as he has his information from others he believes to be true.

C. VATTIER.

Sworn and subscribed before me, this 26th day of April, A. D. 1820.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said city, the day and year above.

ISAAC G. BURNET, *Mayor of Cincinnati.* [L. S.]

357

Exhibit referred to in Vattier's answer.

Know all men by these presents, that I, James Findlay, of the town of Cincinnati, in the county of Hamilton, and State of Ohio, in consideration of the sum of one dollar, and a final settlement of all claims, to me in hand paid by Charles Vattier, of the same town, county, and State, the receipt whereof I do hereby acknowledge, do hereby give, grant, sell, release, remise, and for ever quit claim, unto the said Charles Vattier, his heirs and assigns, all the right, title, and interest, which I have or ought to have in and to seventy-six feet of land, contained in the lot numbered on the town plat of Cincinnati aforesaid eighty-six, be said number of feet more or less: said land is situated on Main street in said town; also all the right, title, and interest, which I have or ought to have in and to the certain north half of the lot numbered on the plan of said Cincinnati forty-two, containing thirty-six square perches, be the same more or less, bounded on the west three poles by Sycamore street, on the north twelve poles by Fifth street, on the east by three poles by lot numbered seventeen, and on the south twelve poles by James Kirby's half lot; together with all and singular the buildings thereon, and the appurtenances and privileges thereto pertaining and belonging; to have and to hold the same to him, the said Charles Vattier, his heirs and assigns, for ever, against the lawful claims of any or all persons claiming by, through, or under me.

In witness whereof, the said James Findlay, and Jane Findlay, wife of the said James, who hereby relinquishes to said Vattier, his heirs and assigns, her right of dower in the premises, have hereunto set their hands and seals, this tenth day of April, in the year of our Lord one thousand eight hundred and eighteen.

JAMES FINDLAY. [SEAL.]
JANE FINDLAY. [SEAL.]

Signed, seal , and delivered in our presence,
PHILIP YOST.
E. STONE.

Hamilton county, ss.

Personally appeared before me, the undersigned, justice of the peace, James Findlay, and Jane his wife and severally acknowledged the execution of the within deed as their voluntary act and deed for the purposes therein contained; the said Jane being examined separate and apart from her said husband. Dated May 9th, 1818.

ETHAN STENO. [SEAL.]

THE STATE OF OHIO, *city of Cincinnati, ss.*

Be it remembered, and it is hereby certified, that Jane Findlay, wife of James Findlay, (which said James Findlay and wife are the grantors in the within deed named,) personally came before me, mayor of the city of Cincinnati aforesaid, being examined separate and apart from the said James Findlay, her husband, and the contents of the said deed being made known and explained to her, declares and acknowledges that she signed, sealed, and delivered the said deed as her voluntary act and deed, without any fear or coercion of her said husband.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said city of Cincinnati, this eleventh day of January, eighteen hundred and twenty-three.

Recorded May 20th, 1818, in book R, No. 2, pages 27 and 28.
THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

United States' circuit court, 7th circuit, district of Ohio.

WILLIAM LYTLE and others, *adsm.*
THOMAS S. HINDE, and BELINDA his wife. } *Answer in chancery.*

The several answer of William Lytle to the bill of complaint of Thomas S. Hinde, and Belinda his wife, against him and others. This defendant, saving and reserving to himself, now and at all times hereafter, all manner of benefit of exception to the many uncertainties and imperfections in the complainants' bill named, for answer thereunto, or unto so much thereof as is material for him to answer unto, he answereth and saith, that on or about the second day of November, in the year of our Lord eighteen hundred and eighteen, he purchased of Charles Vattier a part of lot number eighty-six, as named in the bill, viz. seventy-seven feet in front off of the north part of the said lot, and extending back the full depth of the said lot, for the consideration of fifteen thousand and four hundred dollars, and obtained a deed of conveyance therefor from the said Vattier, and Pamelia his wife, on the same day, to a copy of which deed, hereto annexed, this defendant prays a reference. And this defendant saith, that he was a bona fide purchaser of the said part of lot number eighty-six, for a valuable consideration, without notice of the claim of the complainants. This defendant, in further answering, saith, that, at the time of making the aforesaid purchase, he was informed and believed that said Vattier had a good title to the part of the lot by him bought as aforesaid, at the time of the said purchase. This defendant had no knowledge of the claim of Thomas Doyle, jun., or of the complainants' claiming under him to the said lot; he knew nothing of the existence of a deed as set forth in the bill from Garrison to Mr. Jones, or to either of them, nor had he ever heard that the said Thomas S. Hinde was by his tenant in possession of the said lot, or that any tenant of his was forcibly evicted from the same. This defendant, some time before his purchase, had heard that Mr. Hinde had taken possession of some lots claimed by Thomas Doyle, deceased, but which lots this defendant does not recollect. This defendant does not know any thing of the manner in which the deed or deeds was or *where* obtained, from said Garrison to James Findlay, or to any other person, but he is informed and believes that said Garrison had a good title to the same, and that his purchases from him were bona fide purchases for a valuable consideration. This defendant denies all and all manner of combination and confederacy wherewith he stands charged, without that that there is any other matter or thing, not herein well and sufficiently answered, traversed, or denied, is true; and he prays to be hence dismissed with his reasonable cost by him in this behalf most unjustly sustained, &c.

WILLIAM LYTLE.

STATE OF OHIO, *City of Cincinnati, ss.*

Personally appeared before me, Isaac G. Burnet, mayor of the city of Cincinnati aforesaid, the said William Lytle, who, being sworn, deposeth and saith, that the foregoing statement, so far as he knows of his own knowledge, he knows to be true, and so far as he has his information from others, he believes to be true.

WM. LYTLE.

I, Isaac G. Burnet, mayor of the city of Cincinnati, do hereby certify that William Lytle, whose signature appears to the foregoing affidavit, personally came before me, at the mayor's office, in Cincinnati, on the 20th day of April, 1820, and subscribed and made oath to the same.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said city, the day and year above.

ISAAC G. BURNET, *Mayor.* [L. S.]

Exhibit referred to in Lytle's answer.

Know all men by these presents, that Charles Vattier, and Parmelia Ann his wife, of Cincinnati, in the State of Ohio, in consideration of fifteen thousand four hundred dollars, to them in hand well and truly paid by William Lytle of the same place, the receipt whereof is hereby acknowledged, have given, granted, sold, and conveyed, and by these presents do hereby give, grant, sell, and convey, unto the said William Lytle, his heirs and assigns, for ever, all the following described lot and parcel of ground, situate on the east side of Main street, in the town of Cincinnati aforesaid, and being seventy-seven feet in front on the north part of lot eighty-six, as numbered on the town plat of said town, and extending back east the full depth of said lot, the width of seventy-seven feet, more or less, being all the ground said Vattier owns in said lot, being two hundred dollars per foot for said ground, together with the privileges and appurtenances thereto belonging; to have and to hold the same to the sole use and behoof of the said William Lytle, his heirs and assigns, for ever. And the said Charles Vattier doth covenant, for himself, his heirs, executors, and administrators, that he is lawful seized in fee simple of the premises above described; that he have good right and full power to sell and convey the same, and that the same are free from all encumbrances whatever; and further, that he will warrant and defend the same unto the said William Lytle, his heirs and assigns, for ever, from the lawful claim or claims of all other persons.

In witness whereof, the said Charles Vattier, and Parmelia his wife, who hereby relinquishes her dower and thirds in the same, have subscribed these presents, and affixed their seals, the second day of November, in the year of our Lord one thousand eight hundred and eighteen.

C. VATTIER. [SEAL.]
PARMELIA VATTIER. [SEAL.]

Subscribed, sealed, and delivered in the presence of us,
BENJAMIN BASSETT,
WILLIAM BURKE.

STATE OF OHIO, *Hamilton county, ss.*

Before me, one of the associate judges within and for said county, personally appeared Charles Vattier, and Pamelia Vattier his wife, who

being examined separately and apart, *and* acknowledge the above indenture to be their voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, this third day of November, in the year of our Lord one thousand eight hundred and eighteen.

WILLIAM BURKE. [SEAL.]

Recorded January 6th, 1819.

THE STATE OF OHIO, *Hamilton county, ss.*

I, Griffin Yateman, recorder in and for the county of Hamilton aforesaid, do certify that the foregoing instrument of writing is a true copy, taken from the records of said county, in book S, page 252.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal official, at Cincinnati, this tenth day of July, A. D. 1828.

GRIFFIN YATEMAN, *Recorder.* [L. S.]

United States' circuit court, 7th circuit, district of Ohio.

ROBERT RICHEY and others, *adsm.*
THOMAS S. HINDE, and BELINDA his wife. } *Answer in chancery.*

The several answer of Robert Richey to the bill of complaint of Thomas S. Hinde, and Belinda his wife, against him and others. This defendant, saving and reserving to himself, now and at all times hereafter, all manner of benefit of exception to the many imperfections in the complainants' bill named, for answer thereunto, or unto so much thereof as is material for him to answer unto, he answereth and saith, that, on or about the seventh day of December, in the year of our Lord eighteen hundred and sixteen, he purchased of George Ely, one of the above named defendants, a part of lot eighty-six, as named in said bill, viz. twenty-three feet in front on Main street, and extending back the depth of said lot, for the consideration of two thousand one hundred dollars, to a copy of which deed, hereto annexed, this defendant prays a reference, and that it may be made a part of this his answer. And this defendant saith, that his was a bona fide purchase of the said part of lot number eighty-six, for a valuable consideration, without notice of the claim of the complainants. This defendant further saith, that at the time of making the purchase aforesaid, he was informed and believed that said George Ely had a good title to the part of the lot bought by him as aforesaid, nor has this defendant any knowledge of the claim of Thomas Doyle, jun., or of the complainants to the said lot, except from report. He knew nothing of the existence of a deed as set forth in the bill from said Garrison to the Jones, or to either of them, nor had he ever heard that the said Thomas Hinde was by his tenant in possession of the said lot, or that any tenant of his was turned out of the possession of the same, but he has been informed and believes that for many years James Findlay, of Cincinnati, had had the undisturbed possession of the said lot. This defendant knows nothing of the manner in which the deed or deeds was or were procured from said Garrison to James Findlay, or to any other person or persons, but he was informed and believes, at the time of his purchase, that there was a good title to the lot, and that the purchases from Garrison

359

were bona fide purchases for a valuable consideration. This defendant denies all manner of combination and confederacy wherewith he stands charged, without that that there is any other matter or thing wherewith he stands charged, not herein well and sufficiently answered, traversed, or denied, is true; and this defendant prays to be hence dismissed with his reasonable costs by him about this suit in this behalf by him most unjustly sustained, &c.

ROBERT RICHEY.

STATE OF OHIO, *Hamilton county, ss.*

Personally appeared before me, Robert Richey before named, who, being duly sworn, deposeth and saith, that the matters and things herein mentioned, so far as he knows of his own knowledge, he knows to be true, and so far as he has his information from others, he believes to be true.

ROBERT RICHEY.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the city of Cincinnati, this twenty-fifth day of April, A. D. 1820.

ISAAC G. BURNET, [L. S.]
Mayor of the city of Cincinnati.

Exhibit referred to in Richey's answer. Recorded January 1st, 1817.

This indenture, made the seventh day of December, in the year of our Lord one thousand eight hundred and sixteen, between George Ely, of Clermont county, and State of Ohio, of the one part, and Robert Richey, of Cincinnati, Hamilton county, and State aforesaid, of the other part, witnesseth, that the said George Ely, for and in consideration of the sum of two thousand one hundred dollars, lawful money of the United States, to him in hand well and truly paid by the said Robert Richey, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, conveyed, and confirmed, and by these presents doth grant, bargain, sell, convey, and confirm, unto the said Robert Richey, his heirs and assigns, for ever, all that certain part or parcel of land, situate, lying, and being on the east side of Main street, in the town of Cincinnati, and being twenty-three feet in width on the south side of lot eighty-six, as numbered on the plan of said town, fronting on said Main street, and extending from said Main street, eastwardly, the full width of twenty-three feet, the depth of said lot number eighty-six, being the same land conveyed by James Findlay, and Jane his wife, to Abraham Garrison, junior, by deed recorded in the recorder's office of Hamilton county, in book O, No. 1, page 346, and all the estate, right, title, interest, claim, and demand of the said George Ely, of, in, and to the said premises, hereby bargained and sold, and every part thereof; together with all and singular the rights, members, privileges, and appurtenances, to the same belonging or in anywise appertaining, and the rents, issues, and profits thereof: to have and to hold the premises aforesaid, hereby bargained and sold, or meant or intended so to be, with the appurtenances, to the only proper use and behoof of the said Robert Richey, his heirs and assigns, for ever: and the said George Ely, for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said Robert Richey, his heirs, executors, administrators, and assigns, that he is the true and lawful owner of the premises hereby granted, and have good right, full power, and lawful authority to sell and convey the same in manner and form aforesaid. And further, that he, the said George Ely, his heirs, executors, and

administrators, will warrant and for ever defend the aforesaid premises, with the appurtenances, and every part and parcel thereof, unto the said Robert Richey, his heirs and assigns, against all persons claiming or to claim, by, from, or under them, or any of them, or by, from, or under any other person or persons whomsoever.

In witness whereof, the said George Ely, together with Mary his wife, who hereby relinquishes her right of dower in the premises, have hereunto set their hands and seals, the day and year first above written.

GEORGE ELY. [SEAL.]
MARY ELY. [SEAL.]

Sealed and delivered in the presence of
JOHN HALBERSTADT,
DANIEL F. BARNEY.

THE STATE OF OHIO, *Clermont county, ss.*

Before me, the undersigned, one of the justices of the peace within and for said county, came personally George Ely, and Mary Ely, wife of the said George, the said Mary being by me examined separate and apart from her husband, agreeably to the act in such case made and provided, acknowledge the above indenture to be their voluntary act and deed for the uses and purposes therein contained.

In testimony whereof, I have hereunto set my hand, and affixed my seal, this fourteenth day of December, in the year eighteen hundred and sixteen.

DANIEL F. BARNEY, *J P.* [SEAL.]

I do hereby certify that the foregoing deed is truly copied from the record thereof, now remaining in my office. May 27, 1819.

THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

And the defendants, George Ely and William Dennison, having failed to answer as they were ruled to do, the following notice issued out of the clerk's office of said court, directed to the marshal of the district of Ohio, to wit:

THE UNITED STATES OF AMERICA. *District of Ohio, set.—To the marshal of the district of Ohio, greeting:*

Whereas, at rules held in the clerk's office of the United States' circuit court for the seventh circuit, and district of Ohio aforesaid, on the first Monday in May, (instant,) came Thomas S. Hinde, by Philip Doddridge, Esq., his counsel, and George Ely and William Dennison having failed to appear and answer the complainants' bill, as they were ruled to do, therefore it is ruled and ordered, that the matters contained in the said complainants' bill be taken as confessed by the said defendants. Now, therefore, you are commanded to notify the said defendants, George Ely and William Dennison, that the court will proceed at a future day to decree the matter thereof, unless the said defendants, at the term next after they shall have notice of this order, shall show good cause to the contrary.

(A copy.) Att. HARVEY D. EVANS, *Clerk.* [L. S.]

May 1, 1820.

On which the marshal made the following return, to wit, June 14th, 1820, then served this notice on the within named defendants.

E. VICKERS, *Deputy marshal.*

And afterwards, to wit, at rules held as aforesaid, in the month of June, in the year of our Lord one thousand eight hundred and twenty, came the complainants, by their counsel, and filed their replication to the answers of the defendants, as follows, to wit:

The replication of Thomas S. Hinde, and Belinda his wife, complainants, to the several answers of James Findlay, Charles Vattier, Robert Richey, and William Lytle, to the bill of complaint in chancery exhibited by these repliants in the honorable the seventh United States' circuit court for the district of Ohio, against the said James Findlay, Charles Vattier, Robert Richey, and William Lytle.

These repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answers, for replication thereunto, say that they will aver and prove their said bill to be true, certain, and sufficiency in law to be answered unto, and that the said answers of the defendants are uncertain, untrue, and insufficient to be replied unto by these repliants, without that that every other matter or thing whatever in the said answers contained material, or effectual in the law to be replied unto, confessed or avoided, traversed or denied, is true, all which matters and things these repliants are and will be ready to aver and prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

THOMAS SCOTT, *Counsel for complainants.*

And afterwards, to wit, at the September term of said court, in the year of our Lord one thousand eight hundred and twenty, this cause was, by consent, continued.

And afterwards, to wit, at the January term of said court, in the year of our Lord one thousand eight hundred and twenty-one, the following agreement was filed, to wit:

HINDE, *vs.* FINDLAY and others. } *In chancery.*

It is agreed by the parties that this cause shall be continued until the next term; and it is further agreed by them, that any deposition taken in either of the actions of ejectment now depending between the said Thomas Hinde, plaintiff, and William Lytle, &c. defendants, Peter Cayelles, and the same plaintiff aforesaid, Nicholas Longworth, and against Peter Cayelles and wife, defendants, shall be read as evidence on the trial of the said suit in chancery, and on trial of either of the ejectments. And it is further agreed by the counsel of the plaintiffs, and by the counsel of the defendants in the above cases, who is counsel for the defendants in the action of ejectment tried at the last term of this court between the said Hinde, plaintiff, and Southerland and others, defendants, that if the plaintiffs shall bring new ejectment for the recovery of the lot in controversy in the said ejectment, all the depositions taken in the old ejectment shall be read as evidence in

right is reserved to both parties to make all legal objections to any deposition on the score of incompetency in the witnesses.

And afterwards, to wit, at the September term of said court, in the year of our Lord one thousand eight hundred and twenty-one

THOMAS S. HINDE, and BELINDA his wife, *complainants*,
vs.
JAMES FINDLAY and others, *defendants*. } *In chancery.*

It is agreed between the parties, that this cause stand continued generally until the next term, and that the testimony be read which is now on file, subject to objections to competency, and that each party may take the testimony of any witness on notice to the other party, so as the same be placed on file within twenty days before the next term, when deeds shall be had in this cause, and the ejectments. The testimony taken in this cause to be read in the ejectment so far as competent. And this cause is now revived against the heirs of the defendant, Vattier, who are to be subject to the agreements heretofore made, and to the testimony taken, or to be taken, as well as all former agreements. The complainants' counsel has leave to amend the bill, so as to charge that a deed was executed by Garrison to the Jones's, in pursuance of the receipt to them for purchase money in the bill mentioned, and has been lost by time and accident; and that the deed from Jones was executed shortly after to Thomas Doyle, junior; and to strike out the allegation that the lost deed had been lost by time and accident.

And afterwards, to wit, at the January term of said court, in the year of our Lord one thousand eight hundred and twenty-two, this cause came on to be heard. The following exhibits and depositions were filed as evidence in this cause, to wit:

Exhibits—J. C. Symms' deed to A. Garrison.

This indenture, made this thirty-first of July, in the year of our Lord 1795, between John Cleves Symms, of the county of Hamilton, and territory of the United States northwest of the river Ohio, of the first part, and Abraham Garrison, of the other part, witnesseth, that the said John Cleves Symms, for and in consideration of the sum of four dollars, to him in hand well and truly paid, at or before the ensealing and delivery hereof, by the said Abraham Garrison, the receipt whereof the said John Cleves Symms doth hereby acknowledge, and thereof and therefrom doth clearly acquit, exonerate, and discharge the said Abraham Garrison, his executors and administrators, have given, granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents do fully give, grant, bargain, and sell, unto the said Abraham Garrison, his heirs and assigns, for ever, all those four town lots, viz. lot number eighty-six, lot number one hundred and fifty-five, number one hundred and fifty-six, lot number one hundred and fifty-seven, containing seventy-two perches each of land, situate and being in the town of Cincinnati, in the county aforesaid, in the Miami purchase, being the part of the 17th and 18th, or one of those sections in the fourth township and first fractional range, which lots contain six rods in front and twelve rods deep; together with all and singular the privileges and appurtenances to the said lot belonging or in anywise appertaining: to have and to hold the before granted premises, with the appurtenances and privileges

thereunto belonging, to the said Abraham Garrison, his heirs and assigns, for their own proper use and benefit and behoof, for ever. And the said John Cleves Symms, for himself and his heirs, executors, and administrators, doth covenant, promise, and agree, unto and with the said Abraham Garrison, his heirs and assigns, that at the time of the ensealing and delivery hereof, he is the true, sole, and lawful owner, and is lawfully seized of the same by purchase from the United States, and hath in himself full power and lawful authority to sell and convey the same in manner aforesaid. And the said John Cleves Symms doth further covenant with the said Abraham Garrison, heirs and assigns, that all and singular the premises and lot aforesaid, unto the said Abraham Garrison, heirs and assigns, against all lawful claims and demands whatsover, he, the said John Cleves Symms, and his heirs, will well and truly warrant, and for ever by these presents defend.

In witness whereof, the said John Cleves Symms, together with Susan his wife, who hereby relinquishes her right of dower in the premises, have hereunto severally set their hands, and affixed their seals, the day and year aforesaid.

JOHN CLEVES SYMMS. [SEAL.]
SUSAN SYMMS. [SEAL.]

Sealed and delivered in presence of
DANIEL GRIFFIN,
THOMAS FURGERSON.

Hamilton, ss.

Before me, Aaron Cadwell, one of the justices of the court of common pleas in the said county, came personally the within named John Cleves Symms, and Susan Symms his wife, (and the said Susan being examined separately, secretly, and apart from her said husband,) did acknowledge the within instrument to be their voluntary act deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, the 12th day of December, 1795.

AARON CADWELL. [SEAL.]

(Recorded January 7th, 1796.)

THE STATE OF OHIO, *Hamilton county, ss.*

I, Griffin Yateman, recorder of Hamilton county aforesaid, and duly commissioned, do certify that the foregoing deed of conveyance is a true copy, taken from the records of said county, as the same stands recorded in book A, page 100.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal official, at Cincinnati, this 10th day of July, 1828.

GRIFFIN YATEMAN, *Recorder*. [L. S.]

Exhibit—A. Cummings' deed to T. S. Hinde.

This indenture, made this fifth day of October, in the year of our Lord one thousand eight hundred and fourteen, between Alexander Cummings, of the county of Ross, and State of Ohio, of the one part, and Thomas S. Hinde,

right is reserved to both parties to make all legal objections to any deposition on the score of incompetency in the witnesses.

And afterwards, to wit, at the September term of said court, in the year of our Lord one thousand eight hundred and twenty-one

THOMAS S. HINDE, and BELINDA his wife, *complainants*, } *In chancery.*
vs.
JAMES FINDLAY and others, *defendants*. }

It is agreed between the parties, that this cause stand continued generally until the next term, and that the testimony be read which is now on file, subject to objections to competency, and that each party may take the testimony of any witness on notice to the other party, so as the same be placed on file within twenty days before the next term, when deeds shall be had in this cause, and the ejectments. The testimony taken in this cause to be read in the ejectment so far as competent. And this cause is now revived against the heirs of the defendant, Vattier, who are to be subject to the agreements heretofore made, and to the testimony taken, or to be taken, as well as all former agreements. The complainants' counsel has leave to amend the bill, so as to charge that a deed was executed by Garrison to the Jones's, in pursuance of the receipt to them for purchase money in the bill mentioned, and has been lost by time and accident; and that the deed from Jones was executed shortly after to Thomas Doyle, junior; and to strike out the allegation that the lost deed had been lost by time and accident.

And afterwards, to wit, at the January term of said court, in the year of our Lord one thousand eight hundred and twenty-two, this cause came on to be heard. The following exhibits and depositions were filed as evidence in this cause, to wit:

Exhibits—J. C. Symms' deed to A. Garrison.

This indenture, made this thirty-first of July, in the year of our Lord 1795, between John Cleves Symms, of the county of Hamilton, and territory of the United States northwest of the river Ohio, of the first part, and Abraham Garrison, of the other part, witnesseth, that the said John Cleves Symms, for and in consideration of the sum of four dollars, to him in hand well and truly paid, at or before the ensealing and delivery hereof, by the said Abraham Garrison, the receipt whereof the said John Cleves Symms doth hereby acknowledge, and thereof and therefrom doth clearly acquit, exonerate, and discharge the said Abraham Garrison, his executors and administrators, have given, granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents do fully give, grant, bargain, and sell, unto the said Abraham Garrison, his heirs and assigns, for ever, all those four town lots, viz. lot number eighty-six, lot number one hundred and fifty-five, number one hundred and fifty six, lot number one hundred and fifty-seven, containing seventy-two perches each of land, situate and being in the town of Cincinnati, in the county aforesaid, in the Miami purchase, being the part of the 17th and 18th, or one of those sections in the fourth township and first fractional range, which lots contain six rods in front and twelve rods deep; together with all and singular the privileges and appurtenances to the said lot belonging or in anywise appertaining: to have and to hold the before granted premises, with the appurtenances and privileges

thereunto belonging, to the said Abraham Garrison, his heirs and assigns, for their own proper use and benefit and behoof, for ever. And the said John Cleves Symms, for himself and his heirs, executors, and administrators, doth covenant, promise, and agree, unto and with the said Abraham Garrison, his heirs and assigns, that at the time of the ensealing and delivery hereof, he is the true, sole, and lawful owner, and is lawfully seized of the same by purchase from the United States, and hath in himself full power and lawful authority to sell and convey the same in manner aforesaid. And the said John Cleves Symms doth further covenant with the said Abraham Garrison, heirs and assigns, that all and singular the premises and lot aforesaid, unto the said Abraham Garrison, heirs and assigns, against all lawful claims and demands whatsover, he, the said John Cleves Symms, and his heirs, will well and truly warrant, and for ever by these presents defend.

In witness whereof, the said John Cleves Symms, together with Susan his wife, who hereby relinquishes her right of dower in the premises, have hereunto severally set their hands, and affixed their seals, the day and year aforesaid.

JOHN CLEVES SYMMS. [SEAL.]
SUSAN SYMMS. [SEAL.]

Sealed and delivered in presence of
DANIEL GRIFFIN,
THOMAS FORGERSON.

Hamilton, ss.

Before me, Aaron Cadwell, one of the justices of the court of common pleas in the said county, came personally the within named John Cleves Symms, and Susan Symms his wife, (and the said Susan being examined separately, secretly, and apart from her said husband,) did acknowledge the within instrument to be their voluntary act deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, the 12th day of December, 1795.

AARON CADWELL. [SEAL.]

(Recorded January 7th, 1796.)

THE STATE OF OHIO, *Hamilton county, ss.*

I, Griffin Yateman, recorder of Hamilton county aforesaid, and duly commissioned, do certify that the foregoing deed of conveyance is a true copy, taken from the records of said county, as the same stands recorded in book A, page 100.

In testimony whereof, I have hereunto subscribed my name, and affixed my seal official, at Cincinnati, this 10th day of July, 1828.

GRIFFIN YATEMAN, *Recorder*. [L. S.]

Exhibit—A. Cummings' deed to T. S. Hinde.

This indenture, made this fifth day of October, in the year of our Lord one thousand eight hundred and fourteen, between Alexander Cummings, of the county of Ross, and State of Ohio, of the one part, and Thomas S. Hinde,

of the county and State aforesaid, of the other part, witnesseth, that whereas Thomas S. Hinde, and Belinda Hinde his wife, late Belinda Bradford, heiress and devisee of the late James Bradford, of the United States' army, also heiress and legal representative of Thomas B. Doyle, alias Thomas Doyle, junior, of the United States' navy, who was heir at law to major Thomas Doyle and Margaret Doyle, late Margaret Bradford, widow and relict of the said captain James Bradford, and mother of the said Belinda Hinde, have this day conveyed to me by deed, for a consideration therein expressed, all the right, title, property, claim, and demand of the said Thomas S. Hinde, and Belinda Hinde, as heirs and representatives of the said captain James Bradford, and Thomas B. Doyle, alias Thomas Doyle, junior, aforesaid, which they, the said Thomas S. Hinde, and Belinda Hinde, can or may claim by virtue of the laws of the country, to any estate or estates, either real, personal, mixed, wheresoever the same may be found, as heirs and legal representatives as aforesaid. Therefore, for and in consideration of the sum of five dollars, current money of the United States, to me in hand paid by the said Thomas S. Hinde, and by these presents have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said Thomas S. Hinde, his heirs and assigns, all the estate, right, title, claim, and demand, either in law or equity, which I derived title to by virtue of the aforesaid conveyance, viz. all the right, title, property, claim, and demand whatsoever conveyed to me as aforesaid, as heir or devisee, or legal representative of the aforesaid captain James Bradford, deceased, or Thomas B. Doyle, alias Thomas Doyle, junior, as aforesaid, which I might, could, or may, in any manner hereafter have by virtue of the conveyance aforesaid, unto the said Thomas S. Hinde; to have and to hold the said estate or estates, either real, personal, or mixed as aforesaid, hereby granted unto the said Thomas S Hinde, his heirs and assigns, to the only proper use, benefit, and behoof of the said Thomas S. Hinde, his heirs and assigns, for ever. And the said Alexander Cummings, for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said Thomas S. Hinde, his heirs and assigns, by these presents, that the said Alexander Cummings and his heirs, the said above described property and estate as aforesaid, being granted with the appurtenances, unto the said Thomas S. Hinde, his heirs and assigns, against him, the said Alexander Cummings, his heirs and , against all and every other person or persons whatsoever lawfully claiming, or to claim, by, from, or under him, will warrant and for ever defend by these presents.

In witness whereof, the said Alexander Cummins hath hereunto set his hand and seal, the day and year first above written.

ALEXANDER CUMMINS. [SEAL.]

Signed, sealed, and delivered in the presence of us,
DAVID COLLINS,
JAMES C. CLEEBLER,
WM. WALLACE.

NOTE.—3d page, 54th line, word "the" written on erasure.
4th page, 4th line, word "heirs" erased.

STATE OF OHIO, *Ross county, ss.*

This day personally appeared before me, the undersigned, a justice of the peace for the county and State aforesaid, the within and above named

302

Alexander Cummins, and acknowledged the within to be his act and deed for the purposes therein mentioned.

Given under my hand and seal, this fifth day of October, Anno Domini 1814.

WM. WALLACE. [SEAL.]

Exhibit—James Bradford's will.

The verbal will of James Bradford, captain in the United States' artillery, given in by Robert Bunton, on the twelfth day of December, one thousand seven hundred and ninety-one, after being duly sworn according to law before me, the subscriber, judge of probate in and for the county of Hamilton, in the territory of the United States northwest of the river Ohio, viz. On the fourth day of November last, during the action which was fought between the troops of the United States and the Indians, I was called on by captain James Bradford, of the United States' artillery, who was then by all appearance mortally wounded, and after informing me that he had but a very few minutes to live, desired that I would bear testimony, and witness his last will, which were in the following words, as near as my memory will serve, viz. I first give unto my sword, and will and bequeath to my wife, Margaret Bradford, who is now pregnant, the one half part or moiety of all my real and personal estate, wherever the same may be, her heirs, executors, administrators, and assigns, for ever; and the other half or moiety, I will and bequeath to my child, which she, my said wife, is now pregnant of, whether son or daughter, his or her heirs, executors, administrators, and assigns, for ever; and if in case the said child should die, before he or she do arrive to full age, I will and bequeath to my said wife, her heirs, executors, administrators, and assigns, for ever, that last half part or moiety which is to be the property of my child aforesaid, when he or she arrives to full age, as the case may be.

Sworn to by me,

ROBERT BUNTIN.

Sworn before me, judge of probate, this twelfth day of December, one thousand seven hundred and ninety-one.

OLIVER SPENCER, *J. P.*

THE STATE OF OHIO, *Hamilton county, sct.*

I, Daniel Gano, clerk of the court of common pleas in and for said county, do hereby certify that the foregoing is a true copy, taken from the record in my office.

In testimony whereof, I have hereunto set my hand, and affixed the seal of our said court, at Cincinnati, this 7th day of September, Anno Domini 1819.

DANIEL GANO, *Clerk.* [L. S.]

THE STATE OF OHIO, *Hamilton county, sct.*

I, George P. Torrence, president judge of the ninth circuit of the court of common pleas, of the State of Ohio, do hereby certify that Daniel Gano is clerk of the court of common pleas of Hamilton county, and that his certificate above made is in due form of law.

Given under my hand and seal, at Cincinnati, September 7th, 1819.

GEORGE P. TORRENCE. [SEAL.]

Exhibit—J. Bradshaw's will.

In the name of God, amen. I, John Bradshaw, being of sound memory, &c., do make this my last will and testament, in manner and form following, and in as much as there are certain dues and demands both for and against me, I have annexed a schedule of both as nearly as I can recollect, and first, after the payment of all legal demands against me, I give and bequeath unto my most esteemed friend, Thomas Doyle, major in the service of the United States, all the notes and lands in my black leather pocket book, amounting to seven hundred and fifty dollars and upwards; also the residue or remainder of a tract unsold land on the Little Miami, (it being the only tract of land I claim, it requires no explanation;) also two hundred and fifty acres claimed by me in virtue of William Perry's obligation in the United States' donation lands; one house and lot at the rapids of Ohio; and it is my desire the said Thomas Doyle should have and enjoy the bequests aforesaid, reserving and ordering that ten guineas be expended in the purchase of a ring or some other fashionable toy, to be presented to my most worthy friend, Doctor Allison, for his lady; and further, that a like sum of ten guineas be expended in the purchase of a ring or some other fashionable toy, to be presented to C. H. H. Brackenridge, Esq., for the use of his lady; and further, it is my desire, that all my personal estate, not already mentioned, be sold by public vendue, to discharge such debts as I may have contracted in this county, and all the estate I left at Mr. Grigg's, in the town of Fort Pitt, be also sold at public vendue, and that the produces of sixteen discharges purchased from Leries, after St. Clair's defeat, may also be appropriated with discharge of my debts, and the balance or overplus arising from all the aforesaid sales, together with the residue of my estate both real and personal, all my book accounts and claims of what nature soever they be, I give and bequeath to the aforesaid Thomas Doyle.

In testimony whereof, I have hereunto set my hand and seal, declaring this will to be *bona fide* mine, and protesting against any informality that may appear for want of precedent or form, and dated this twenty-first day of February, in the year of our Lord one thousand seven hundred and ninety-four.

JOHN BRADSHAW. [SEAL.]

Signed, seal , and duly declared to be the last will and testament of the testator, in presence of

H. MARKS,
JOHN WHISTLER.

Be it remembered, that I have appointed the said Thomas Doyle, and the said H. H. Brackenridge, my executors, with full powers to carry this my last will and testament into effect.

JOHN BRADSHAW. [SEAL.]

In presence of
H. MARKS,
JOHN WHISTLER.

Be it remembered, that, on the twentieth day of May, one thousand seven hundred and ninety-four, personally appeared before me, the subscriber, judge of probate, in and for the county of Hamilton, John Whistler, one of

363

the subscribing witnesses, and made solemn oath, that he saw the above mentioned testator, John Bradshaw, sign, seal, and pronounce and declare the foregoing instrument to be his last will and testament; and also, that he saw Harton Marks, the other subscribing witness, sign his name as a witness to the before mentioned instrument.

Sworn before me, the day and year above written.

O. SPENCER, *Judge probate.*

THE STATE OF OHIO, *Hamilton county, sct.*

I, Daniel Gano, clerk of the court of common pleas in and for said county, do hereby certify that the foregoing is a true copy of the last will and testament of John Bradshaw, deceased, as appears of record in my office.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at Cincinnati, this 7th day of September, 1819.

DANL. GANO, *Clerk.* [L. S.]

THE STATE OF OHIO, *Hamilton county, sct.*

I, George P. Torrence, president judge of the ninth circuit of the court of common pleas of the State of Ohio, do hereby certify that Daniel Gano is clerk of the court of common pleas of Hamilton county, and this his certificate above made is in due form of law.

Given under my hand and seal, at Cincinnati, September 7th, 1819.

GEO. P. TORRENCE. [L. S.]

Exhibit—T. S. Hinde marriage certificate.

"Married, by the Reverend William Lynes, on the 19th day of October, 1809, Thomas S. Hinde and Belinda Bradford."

Hamilton county, ss.

I, Daniel Gano, clerk of the court of common pleas in and for the county of Hamilton, do hereby certify that the above to be a true abstract from the record of marriage in my office.

In testimony whereof, I have hereunto set my hand, and affixed the seal of our said court of common pleas, at Cincinnati, the 18th day of December, A. D. 1820.

DANL. GANO, *Clerk H. C.* [L. S.]

THE STATE OF OHIO, *Hamilton county, ss.*

I, George P. Torrence, president judge of the ninth circuit of the court of common pleas in and for the State of Ohio, do hereby certify that Daniel Gano is clerk of the court of common pleas of Hamilton county, in the State of Ohio.

Given under my hand and seal, at Cincinnati, this 18th day of Dec. 1820.

GEORGE P. TORRENCE. [SEAL.]

Exhibit—Thomas Doyle's marriage.

STATE OF KENTUCKY.

Be it remembered, that, on the twenty-first day of May, 1792, Thomas Doyle and Anthony Symth entered into the following bond in the clerk's

office of the county court of Jefferson county, in the State aforesaid, to wit: Know all men by these presents, that we, Thomas Doyle and Anthony Symth, are held and bound unto Harry Lee, Governor of Virginia, in the sum of fifty pounds current money, to which payment well and truly to be made to the said Governor, and his successors, we, each, and severally bind ourselves, our heirs, executors, and administrators, firmly by these presents, sealed with seals, and dated May 21st, 1792. Whereas there is a marriage suddenly intended to be had and solemnized between the above bound Thomas Doyle, and Margaret Bradford, widow, both of the county of Jefferson. Now, the condition of this obligation is such, that, if there be no lawful cause or just impediment to obstruct said marriage, then this obligation to be void and of no effect, otherwise to remain in full force and virtue.

THOMAS DOYLE. [SEAL.]
ANTHONY SMYTH. [SEAL.]

And thereupon, on the said twenty-first day of May, 1792, the clerk of the said county court issued a license for the celebration of the rites of matrimony between the said Thomas Doyle and Margaret Bradford; and that the foregoing bond is truly copied from the original in my office.

In testimony whereof, I, the clerk of the said court, have hereto set my hand, and affixed the seal of the county aforesaid, the seventh day of July, 1819, and in the twenty-eighth year of our Commonwealth.

WORDEN POPE. [L. S.]

I, John Bell, presiding justice of the peace, of the county court of Jefferson county, in the State of Kentucky, do certify that the above certificate and attestation of Worden Pope, who is clerk of the said court, is in due form of law, and entitled to full faith and credit.

Witness my hand and seal, this 7th July, 1819, and in the 28th year of the Commonwealth.

JOHN BELL. [SEAL.]

The State of Ohio, Hamilton county court of common pleas. Special session on the fifth day of March, 1805, before James Silvers, Luke Foster, Mathew Nimno, associate judges.

"Letters of administration granted to James Ewing on the estate of Thomas Doyle, deceased, his bond with William McFarland and Aquilla Wheeler, as security for his faithful administration taken." Which bond is in the following words, that is to say:

Know all men by these presents, that we, James Ewing, William McFarland, and Aquilla Wheeler, of the county of Hamilton, and State of Ohio, are held and firmly bound, unto the honorable court of common pleas of the county of Hamilton, in the sum of five hundred dollars, for the payment whereof well and truly to be made, we bind ourselves, and each of us, our heirs, executors, and administrators, and each of them firmly by these presents, sealed with our seals, and dated at Cincinnati, this fifth day of March, in the year of our Lord one thousand eight hundred and five.

The condition of the above obligation is such, that, if the above named James Ewing, sole administrator of all and singular the goods, chattels, and credits of Thomas Doyle, do make or cause to be made, a true inventory of all and singular the goods, chattels, and credits of said deceased, which have

or shall come unto his possession or knowledge, or the possession of any other person for him, and make return thereof to the clerk of said court within three months from the date hereof, and the same goods, chattels, and credits, and all other goods, chattels, and credits of the said deceased, at the time of his death, or which at any time after shall come into his possession, or the possession of any other person for him, do well and truly administer according to law, and further, do make a full and true account of his administration within twelve months. And all the rest and residue of said goods, chattels, and credits, which shall be found remaining upon the said administrator's account, the same being first examined and approved of by the court, and shall deliver and pay unto such person or persons, respectively, as the said court shall direct. And if it shall hereafter appear, that any last will and testament was made by the said deceased, and the executor or executors, executrix or executrixes therein named, shall prove the same agreeably to law, and request letters testamentary thereon, if the within bounden James Ewing, on being by the court required to deliver up the said letters of administration, then this obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

JAMES EWING. [SEAL.]
WM. McFARLAND. [SEAL.]
AQUILLA WHEELER. [SEAL.]

Signed, sealed, and acknowledged in presence of
JOHN S. GANO.

THE STATE OF OHIO, *Hamilton county, ss.*

I, Daniel Gano, clerk of the court of common pleas in and for the county of Hamilton, do hereby certify that the foregoing contains a true copy of the original grant of letters of administration to James Ewing, on the estate of Thomas Doyle, deceased; also, of the bond by him given for his faithful administration, as the same appears from record and files in my office.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at Cincinnati, the 11th day of December, 1819.

DANL. GANO, *Clerk.* [L. S.]

THE STATE OF OHIO, *Hamilton county, ss.*

I, George P. Torrence, president judge of the ninth circuit of the court of common pleas of the State of Ohio, do hereby certify that Daniel Gano is clerk of the court of common pleas of the county of Hamilton, and this his certificate above made is in due form of law.

Given under my hand and seal, at Cincinnati, the 24th day of December, A. D. 1819.

GEORGE P. TORRENCE. [SEAL.]

STATE OF OHIO, *County of Hamilton, court of common pleas.*

Called court before all the judges, July 12th, 1819. Thomas Henderson, recorder of Hamilton county, appeared in open court, and made oath that the annexed copies of deeds, to wit, John Cleves Symms to Abraham Garrison, deed dated the 31st day of July, 1795; the deposition of William Jones, dated the 9th day of July, 1805; deed of quit claim, Abraham Gar-

rison to James Findlay, dated this 9th day of August, 1815; Charles Vattier and wife to William Lytle, deed dated the 2d day of November, 1818; William Dennison and wife to George Ely, deed dated the 18th day of September, 1816; George Ely and wife to Robert Richey, dated the 7th day of December, 1816. James Findlay and wife to Charles Vattier, deed of quit claim, dated the 10th day of April, 1818—are true copies from the records in his office.

THOMAS HENDERSON, *R. H. C. O.*

Sworn to and subscribed in open court, July 12th, 1819.

In testimony whereof, I have hereunto set my hand, and affixed the seal of our court of common pleas, at Cincinnati, this 12th day of July, 1819.

DANL. GANO. [L. S.]
Clerk common pleas H. C.

Exhibit—Copy of letters of administration, T. Doyle.

THE STATE OF OHIO, *Hamilton county, ss. To all who shall see these presents, greeting:*

Whereas Thomas Doyle, junior, late of the county of Hamilton, and State of Ohio, of the navy of the United States, midshipman, died intestate, whereby it becomes expedient that the court of common pleas within and for the county aforesaid, should appoint some suitable and trusty person or persons to collect and administer all and singular the goods, chattels, and credits of the said Thomas Doyle, junior, deceased, whereof he died possessed.

Know ye therefore, that the said court of common pleas have nominated and appointed, and by these presents do nominate and appoint, Thomas S. Hinde, administrator of all and singular the goods, chattels, and credits of the said deceased, hereby granting to said administrators all and singular the power necessary, and by law required to enable him to take an inventory of, collect, sue for, and recover all and singular the goods, chattels, and credits of the said deceased; and out of the same, or such part thereof, as shall come to his hands, the debts of the said deceased, to pay and discharge according to law, and of the rest and residue of the said goods, chattels, and credits to make a just and lawful distribution, and the same fully to administer in all things as by law is required, and the court do appoint John S. Gano, William Ruffin, and C. M. Spencer, to appraise on their oath or affirmation, all and singular the goods, chattels, and credits of the said deceased.

In testimony whereof, I have hereunto set my hand, and affixed the seal of our court of common pleas, at Cincinnati, this 13th day of November, in the year of our Lord one thousand eight hundred and sixteen.

(Signed.) JOHN S. GANO, [L. S.]
Clerk Hamilton county.

THE STATE OF OHIO, *Hamilton county, ss.*

I, Daniel Gano, clerk of the court of common pleas in and for Hamilton county, do hereby certify the within to be a true copy of the original letters of administration issued to Thomas S. Hinde, on the estate of Thomas Doyle, junior, deceased, taken from the records and files in my office.

365

In testimony whereof, I have hereunto set my hand, and affixed the seal of our court of common pleas, at Cincinnati, this 15th day of April, A. D. 1819.

DANL. GANO, *Clerk.* [L. S.]

THE STATE OF OHIO, *Hamilton county, ss.*

I, George P. Torrence, president judge of the ninth circuit of the court of common pleas, of the State of Ohio, (which circuit is composed of the county of Hamilton alone,) do hereby that Daniel Gano is clerk of the court of common pleas of the county of Hamilton, and that his certificate above made is in due form of law.

Given under my hand and seal, at Cincinnati, this twelfth day of July, A. D. 1819.

GEORGE P. TORRENCE.

THE STATE OF OHIO, *Hamilton county, ss.—To all who shall see these presents, greeting:*

Whereas Thomas Doyle, late of the county of Hamilton, and State of Ohio, died intestate, whereby it becomes expedient that the court of common pleas within and for the county aforesaid, should appoint some suitable and trusty person or persons to collect and administer all and singular the goods, chattels, and credits of the said Thomas Doyle, deceased, whereof he died possessed.

Know ye, therefore, that the said court of common pleas have nominated and appointed, and by these presents do nominate and appoint, Thomas S. Hinde, administrator of all and singular the goods, chattels, and credits of the said deceased, hereby granting to said administrator all and singular the power necessary, and by law required to enable him to take an inventory of, collect, sue for, and recover all and singular the goods and chattels and credits of the said deceased, and out of the same, or such part thereof, as shall come to his hands, the debts of the said deceased to pay and discharge according to law; and of the rest and residue of the said goods, chattels, and credits, to make a just and lawful distribution, and the same fully to administer in all things, as by law required; and the court do appoint John S. Gano, William Ruffin, and O. M. Spencer, to appraise on their oaths or affirmation all and singular the goods, chattels, and credits of the said deceased.

In testimony whereof, I have hereunto set my hand, and affixed the seal, &c. this 13th day of November, 1816.

JOHN S. GANO, [L. S.]
Clerk of Hamilton county.

Know all men by these presents, that I, Thomas S. Hinde, administrator of all and singular the goods, chattels, rights, and credits, which were of Thomas Doyle, (late a midshipman in the United States' navy, deceased,) of the county of Ross, and State of Ohio, for divers causes and considerations, me thereunto moving, have nominated, constituted, and appointed, and by these presents do nominate, constitute, and appoint my trusty friend, William Creighton, junior, my true and lawful attorney in fact for me and in my name, as administrator of the said Thomas Doyle, deceased, as afore-

said, to ask, demand, and receive from the Navy Department, or elsewhere, any sum or sums of money which may be due to the said Thomas Doyle, for his services as midshipman in the United States' navy aforesaid, to give full and ample receipts and discharges therefor. Hereby ratifying and holding valid all the acts and doings of my said attorney, legally done in the premises.

In witness whereof, I, the said Thomas S. Hinde, administrator as aforesaid, have hereunto set my hand and seal, this third day of December, A. D. 1816.

THOS. S. HINDE. [SEAL.]
Adm'r. of Thomas Doyle, alias Thomas Doyle, jun.

Signed, &c. in the presence of
DAVID COLLINS.
WILLIAM CREIGHTON, SEN.

THE STATE OF OHIO, *Ross county, ss.*

Personally appeared before me, the subscriber, a justice of the peace in and for said county, the within named Thomas S. Hinde, administrator, &c. and acknowledged the within signing and sealing to be his act and deed for the uses and purposes therein expressed.

Given under my hand and seal, this 6th day of December, 1816.
WM. CREIGHTON, Sr. *J. P.* [SEAL.]

THE UNITED STATES OF AMERICA, *Indiana district, ss.*

The depositions of sundry persons taken before me, the undersigned, judge of the district court of the United States in and for the said district, to be read as evidence in the ejectment depending in the court of the United States in and for the seventh circuit, and Ohio district, wherein James Dikes, on the demise of Thomas S. Hinde, is plaintiff, and Robert Richey and William Lytle, are defendants, and taken on behalf of the said plaintiff in the said suit.

On the fifteenth day of July, in the year eighteen hundred and nineteen, at my chambers in Vincennes, in the said district, Margaret Johnson being in the sixty-sixth year of her age, was by me first duly sworn, and cautioned to depose and certify the whole truth, who, thereupon doth testify, depose, and say, as follows: That she became acquainted with Captain James Bradford, when he came to the station called Fort Knox, in Vincennes, and saw, as she understood it to be, Margaret Kerr, once before she became intimately acquainted with her, which was after her intermarriage with Capt. James Bradford. That this deponent was not present at the marriage between Captain James Bradford and Margaret Kerr, but was at the dinner given to the aforesaid married couple by the officers, the second day following. That the said Margaret Kerr did not associate in company until after the said marriage; and from thence forward, during her continuance in this country, she was received in company, and associated with the ladies of the place. And the said Captain James Bradford and the said Margaret, after the said marriage, lived together, were reputed, and cohabited as man and wife; that the legality of their marriage was never questioned by any one; that the said deponent does not at this time recollect by whom the marriage was solemnized: it might have been by her husband, James Johnson, Esquire, now

366

deceased, as he was frequently at the garrisons with the officers, but of this she cannot be certain, but that the said marriage was always by all companies, at that time, considered to have been properly and duly performed by a person legally authorized, she is certain, and that she has never heard any thing to the contrary. Mrs. Bradford was delivered of a child, a son, named James Bradford, who died, and was buried in Vincennes, and as she verily believes before he was a year old, and she was present at the burial.

On the tenth day of August, in the year eighteen hundred and nineteen, at my chambers in the said district, Abraham F. Snapp, of lawful age, was by me first duly sworn and caution to depose and testify the whole truth, who, thereupon doth testify, depose, and say: That he became acquainted with Captain James Bradford, of the artillery, in the United States' service, about the year seventeen hundred and eighty-six, as near as this deponent can now recollect. That his said acquaintance commenced after said Bradford's arrival at the station called Fort Knox, in Vincennes; that he was acquainted with the family of the Kerrs, whilst they resided at Kerr's Island, above the mouth of the Muskingum, in the Ohio; that he frequently saw Margaret Kerr, before she came to Vincennes; that on her arrival at Vincennes, the ladies of the place did not associate with her; that some time after, this deponent was informed by the late Judge Vanderburgh, that the said Captain James Bradford and Margaret Kerr were lawfully married. "And now," said he, "she will be received and admitted into the company of the ladies of Vincennes;" and she then after was accordingly so received, and they, the said Captain James Bradford and the said Margaret, lived together as man and wife, were so reputed, and cohabited as such during their residence at the station in this place. That this deponent did not then, nor has he since ever heard or understood, nor does he believe other than that the said marriage was legally solemnized by a person properly authorized, that the legality of the said marriage was never doubted by the inhabitants of this place, and that all the officers known to this deponent, who were then alive, and authorized to solemnize marriage at that time, are now dead. That this deponent believes that James Johnson, Esquire, did solemnize the said marriage, but this deponent was not present. That the recorder's office, in which the marriage returns were made and recorded, was destroyed by fire some time in the year eighteen hundred and fourteen in this place, to the best of this deponent's recollection.

ABRAHAM F. SNAPP.

On the twelfth day of August, in the year eighteen hundred and nineteen, at my chambers in the said district, John McBain, of lawful age, was by me first duly sworn and cautioned to testify the whole truth, who, thereupon doth testify, depose and say: That he became acquainted with Captain James Bradford, some time in the year seventeen hundred and eighty-eight or nine, then a captain in the service of the United States, in the artillery; he, the deponent, being at the same time in the service of the United States, in the company of Captain (afterwards major) Thomas Doyle, and that about the same time he became acquainted with Margaret Kerr, who then resided on Kerr's Island, above the mouth of the Muskingum, in the Ohio, and that the said Margaret Kerr was brought by the said Captain James Bradford to the station at Vincennes, called Fort Knox. (and this deponent commanded the clothing boat on this expedition,) at which place the said Captain James Bradford was married to the said Margaret Kerr, some time in the year

seventeen hundred and ninety, as well as this deponent can now recollect. And that this deponent has conversed with a number of persons, who were present at the marriage of the said Captain James Bradford and Margaret Kerr, who are since deceased; that they, (the said Captain James Bradford and Margaret Kerr,) lived together as man and wife, and were so reputed and esteemed, and cohabited as such. That this deponent was present when the said Captain James Bradford took leave of his wife, on the morning the army, under Gen. Arthur St. Clair, marched from fort Washington, and he saw him, the said Captain James Bradford, request Mrs. Strong, to take particular care of his wife, as she was pregnant, which rendered her situation a very delicate one. That this deponent was in the action fought by the United States' troops, under General Arthur St. Clair and the Indians, in the year seventeen hundred and ninety-one, in which the United States' troops were defeated, and that he saw Captain James Bradford, and his lieutenant, named Sprins, dead on the ground; and that Mrs. Bradford was delivered of a daughter about the date of the aforesaid action, and as this deponent has heard and verily believes, on the morning the said action was fought, which said child was named Belinda, and which said daughter, as this deponent has been informed and verily believes, has since intermarried with, and is now the wife of Thomas S. Hinde. That some time after the death of the said Captain James Bradford, Mrs. Margaret Bradford descended the Ohio as far as Louisville, at the falls of the Ohio, for the purpose of returning to his (Captain James Bradford's) friends, in the city of New York, at which place, she, the said Margaret Bradford, intermarried with Captain (afterwards Major) Thomas Doyle. That this deponent was present at the marriage between the said Captain Thomas Doyle and Margaret Bradford, and that he believes it was in the year seventeen hundred and ninety-two or three, at the house of Major John Harrison, in Louisville, Kentucky, and that the said marriage ceremony was performed by Judge Benjamin Sebastian, and that the said Thomas Doyle and the said Margaret lived together as man and wife, were so esteemed and reputed, and cohabited as such; and that afterwards, in the year seventeen hundred and ninety-five, the said Margaret Doyle was delivered of a son, which said son was named Thomas Doyle.

JOHN McBAIN.

On the seventeenth day of August, in the year eighteen hundred and nineteen, at the house of Caleb Lowndes, near Vincennes, in the said district, Mrs. Frances Lowndes, of lawful age, was by me first duly sworn, and caution to depose and testify the whole truth, who, thereupon, doth testify, depose, and say: That her acquaintance with Captain James Bradford commenced about the time of his said Bradford's arrival at the station called Fort Knox, in Vincennes. That about the same time she also knew Margaret Kerr, and that some time after their arrival at the garrison, she understood from Judge Vanderburgh, (the deponent's late husband,) that the said Capt. James Bradford and Margaret Kerr were legally married; that an intimacy existed between the said Mrs. Bradford and herself, whilst they, the said Bradford and wife, remained at the station aforesaid; that the said Mrs. Bradford related to her the circumstances of her elopement, and had conversation frequently on that score; that the said Mrs. Bradford was not received into company, until after the said marriage was solemnized, and that afterwards she was received into all companies, and treated with the usual re-

spect due a married lady. That this deponent always understood and verily believes, that the marriage aforesaid was solemnized by a person legally and duly authorized, and never in any company, or on any accasion, heard any expression to the contrary; that James Johnson, Esquire, on such occasions, very generally performed the service, and though this deponent was not present at the marriage, yet she is under the impression, that the service was performed by said Johnson. That she, said Mrs. Bradford, had a son called James Bradford, and as she believes, before the marriage was solemnized, and that he died, she thinks, before he was a year old, and was buried in Vincennes; that whilst the said Captain James Bradford and wife, resided in Vincennes, they lived together, were reputed, and cohabited as man and wife, and on all occasions, were esteem as such. The deponent, further states, that Col. Homtramach and Captain Bradford were not on good terms, and that when the said Bradford removed his family, he was in affluence, and his estate believed to be considerable.

I, Benjamin Parker, judge of the district court of the United States in and for the said Indiana district, do certify that the foregoing depositions of Margaret Johnson, Abraham F. Snapp, John McBain, and Francis Lowndes, were taken before me at the times and places as aforesaid respectively stated; that the said witnesses were by me carefully examined and cautioned, and sworn to testify the whole truth; that the said depositions were wholly reduced to writing by myself, and subscribed by the deponents in my presence, (excepting Margaret Johnson and Frances Lowndes, who could not write;) that the places, at which the said depositions were taken, are at a greater distance than one hundred miles from Chillicothe, in the State of Ohio; that the said witnesses also reside at a greater distance than one hundred miles from Chillicothe; that no notice of taking the said depositions was given by me to the adverse party, or his attorney or agent, to be present at the taking of the same, because neither of the defendants, or any attorney or agent of them, or either of them, known to me, were within one hundred miles of the place of taking the same. And I do further certify, that I am not of counsel or attorney to either of the said parties, nor interested in the event of the said cause; all which is certified to the judges of the circuit court of the United States, in and for the seventh circuit, and Ohio district.

Given the twentieth day of August, eighteen hundred and nineteen.

B. PARKER.

JOHN & DAVID DUNCEATH, &c. heirs, &c.

Please to take notice, that on to-morrow evening, Wednesday, the 8th instant, between the hours of one and six o'clock, I shall proceed by myself or agent, at the dwelling-house of Col. Cornelius R. Sedam, four miles below Cincinnati, on the Ohio river, in the county of Hamilton, and State of Ohio, in consequence of his infirmity, to take his deposition in his chamber; also, on Thursday, the 9th instant, between the hours of 8 o'clock in the forenoon, and 8 o'clock in the afternoon, proceed in consequence of the age and infirmity of Mrs. Chloe Strong, to take her deposition at the residence of Mrs. Abigal Farchild, in Clermont county, in the town Milford and State aforesaid; said depositions, when taken, to be read as evidence on the trial of a suit in ejectment in the circuit court of the United States, for the

seventh circuit, and district of Ohio, wherein I am plaintiff, and you are defendants, when and where you may attend, if you think proper.

I am, &c.

THOS. S. HINDE.

Cincinnati, Sept. 7th, 1819.

Messrs. Robert Boals, Robert Best, and Nicholas Longworth.

Gentlemen: Please to take notice, that on to-morrow evening, Wednesday, the 8th instant, between the hours of one and six o'clock, I shall proceed by myself, or agent, at the dwelling-house of Col. Cornelius R. Sedam, four miles below Cincinnati, on the Ohio river, in the county of Hamilton, and State of Ohio, in consequence of his infirmity, to take his deposition in his chamber; also, on Thursday, the 9th instant, between the hours of 8 o'clock in the forenoon, and four in the afternoon, proceed in consequence of the age and infirmity of Mrs. Chloe Strong, to take her deposition in her chamber, at the residence of Mrs. Abigal Farchild, in Clermont county, in the town of Milford, and State aforesaid; said depositions, when taken, to be read as evidence on the trial of a suit in ejectment in the circuit court of the United States, for the 7th circuit, and district of Ohio, wherein I am plaintiff, and you are defendants, when and where you may attend, if you think proper.

I am, &c.

THOS. S. HINDE.

Cincinnati, 7th , 1819.

Messrs. Brown and Nicholas Longworth.

Gentlemen: Please to take notice, that on Wednesday, the 8th instant, between the hours of one and six o'clock, I shall proceed by myself or agent, at the dwelling-house of Cornelius R. Sedam, four miles below Cincinnati, on the Ohio river, in the county of Hamilton, and State of Ohio, in consequence of his infirmity, to take his deposition in his chamber; also, on Thursday, the 9th instant, between the hours of eight o'clock in the forenoon, and four in the afternoon, proceed in consequence of the age and infirmity of Mrs. Chloe Strong, to take her deposition in her chamber, at the residence of Mrs. Abigal Farchild, in Clermont county, in the town of Milford and State aforesaid; said depositions, when taken, to be read as evidence on the trial of a suit in ejectment in the circuit court of the United States, for the 7th circuit, and district of Ohio, wherein I am plaintiff, and you are defendants, when and where you may attend, if you think proper.

I am, respectfully, yours,

THOS. S. HINDE.

September 7th, 1819, *Cincinnati.*

Peter Caselles and Wife.

Please to take notice, that on Wednesday, the 8th inst., between the hours of one and six o'clock, I shall proceed by myself or agent, at the dwelling-house of Col. Cornelius R. Sedam, four miles below Cincinnati, on the Ohio river, in the county of Hamilton, and State of Ohio, in consequence of his infirmity, to take his deposition in his chamber; also, on Thursday, the 9th instant, between the hours of 8 o'clock in the forenoon, and four in the

368

afternoon, proceed, in consequence of the age and infirmity of Mrs. Chloe Strong, to take her deposition in her chamber, at the residence of Mrs. Abigal Farchild, in Clermont county, in the town of Milford, and State aforesaid; said depositions, when taken, to be read as evidence on the trial of a suit in ejectment in the circuit court of the United States, for the 7th circuit, and district of Ohio, wherein I am plaintiff, and your are defendants, when and where you may attend, if you think proper.

THOS. S. HINDE.

Cincinnati, Sept. 7th, 1819.

Capt. SAMUEL R. MILLER,
Guardian for the heirs of A. Strong, deceased.

SIR: Please to take notice, that on to-morrow evening, Wednesday, th 8th instant, between the hours of one and six o'clock, I shall proceed by myself or agent, at the dwelling-house of Col. Cornelius R. Sedam, four miles below Cincinnati, on the Ohio river, in the county of Hamilton, and State of Ohio, in consequence of his infirmity, to take his deposition in his chamber; also, on Thursday, the 9th instant, between the hours of 8 o'clock in the forenoon, and four o'clock in the afternoon, proceed in consequence of the age or infirmity of Mrs. Chloe Strong, to take her deposition in her chamber, at the residence of Mrs. Abigal Farchild, in Clermont county, in the town of Milford and State aforesaid; said depositions, when taken, to be read as evidence on the trial of a suit in ejectment in the circuit court of the United States, for the 7th circuit, and district of Ohio, wherein I am plaintiff, and the said heirs, are defendants, where you may attend, if you think proper.

I am, &c.

THOS. S. HINDE.

Cincinnati, Sept. 7th, 1819.

Mr. JOHN SUTHERLAND,
His agent or attorney.

SIR: Please to take notice, that on to-morrow evening, Wednesday, the 8th instant, between the hours of one and six o'clock, I shall proceed myself or agent, at the dwelling-house of Col. Cornelius R. Sedam, four miles below Cincinnati, on the Ohio river, in the county of Hamilton, and State of Ohio, in consequence of his infirmity, to take his deposition in his chamber; also, on Thursday, the 9th instant, between the hours of 8 o'clock in the forenoon, and four in the afternoon, proceed, in consequence of the age and infirmity of Mrs. Chloe Strong, to take her deposition in her chamber, at the residence of Mrs. Abigal Farchild, in Clermont county, in the town of Milford and State aforesaid; said depositions, when taken, to be read as evidence in the trial of a suit in ejectment in the circuit court of the United States, for the seventh circuit, and district of Ohio, wherein I am plaintiff, and you are defendant, when and where you may attend, if you think proper.

I am, sir, respectfully, yours, &c.

THOS. S. HINDE.

Cincinnati, Sept. 7th, 1819.

ROBERT RITCHE and WILLIAM LYTLE, Esqs.

GENTLEMEN: Please to take notice, that on to-morrow evening, Wednesday, the 8th instant, between the hours of one and six o'clock, I shall proceed by myself or agent, at the dwelling-house of Col. Cornelius R. Sedam, four miles below Cincinnati, on the Ohio river, in the county of Hamilton, and State of Ohio, in consequence of his infirmity, to take his deposition in his chamber; also, on Thursday, the 9th instant, between the hours of 8 o'clock in the forenoon, and four o'clock in the afternoon, proceed in consequence of the age and infirmity of Mrs. Chloe Strong, to take her deposition at the residence of Mrs. Abigal Farchild, in Clermont county, in the town of Milford and State aforesaid; said depositions, when taken, to be read as evidence in the trial of a suit in ejectment in the circuit court of the United States, for the 7th circuit, and district of Ohio, wherein I am plaintiff, and you are defendants, when and where you may attend, if you think proper.

I am, respectfully, yours,

THOS. S. HINDE.

Cincinnati, Sept. 7th, 1819.

Messrs. JUSTICE KING and NICHOLAS LONGWORTH.

GENTLEMEN: Please to take notice, that on to-morrow evening, Wednesday, the 8th instant, between the hours of one and six o'clock, I shall proceed to the dwelling-house of Col. Cornelius R. Sedam, by myself or agent, four miles below Cincinnati, on the Ohio river, in the county of Hamilton, and State of Ohio, in consequence of his infirmity, to take his deposition in his chamber; also, on Thursday, the 9th instant, between the hours of 8 o'clock in the forenoon, and four in the afternoon, proceed in consequence of the age and infirmity of Mrs. Chloe Strong, to take her deposition in her chamber, at the residence of Mrs. Abigal Farchild, in Clermont county, in the town of Milford and State aforesaid; said depositions, when taken, to be read as evidence on the trial of a suit in ejectment in the circuit court of the United States, for the 7th circuit, and district of Ohio, wherein I am plaintiff, and you are defendants, when and where you may attend, if you think proper.

I am, yours,

THOS. S. HINDE.

Cincinnati, Sept. 7th, 1818.

UNITED STATES OF AMERICA, *State of Ohio, Hamilton county, ss.*

Be it remembered, that on this 8th day of September, Anno Domini 1819, personally appeared before me, the undersigned, one of the associate judges of the court of common pleas for the county of Hamilton, and State aforesaid, William Wright Southgate, who being duly sworn, saith, that, on Tuesday, the 7th instant, he delivered notices, of which the annexed are true copies, to Samuel R. Miller, guardian for Strong's heirs; to William Ruffin, the acknowledged agent of John Southerland, the said Southerland's residence being to me unknown; to Robert Ritchey, William Lytle, the other defendants being to the eastward; to Nicholas Longworth, in case of King and Longworth, (said King's residence being unknown to me;) to John Dunceath, and read the same to Andrew Dunceath; to Nicholas Long-

369

worth, in case of Boals, Best, and Longworth, (two latter being absent.) To Nicholas Longworth, in case of Brown and Longworth, Brown being unknown, by leaving a copy of Peter Caselle's residence with his wife; and further saith not.

OTHNIEL LOOKER.

STATE OF VIRGINIA, *Monongalia county, sct.*

The deposition of Mrs. Rebecca Dering, taken on the twenty-first day of August, eighteen hundred and nineteen, at the tavern of the said Rebecca Dering, in Morgantown, in the county and State aforesaid, before me the undersigned, a justice of the peace, and one of the presiding judges of the county court of Monongalia and State aforesaid, to be read as evidence in the ejectment depending in the circuit court of the United States, in and for the seventh circuit and district of Ohio, wherein James Dikes, on the demise of Thomas S. Hinde, is plaintiff, and Robert Ritchey and William Lytle, are defendants, and taken on behalf of the said plaintiff in said suit; the said witness being of full age, was by me first duly sworn and caution to depose and certify the whole truth, who, thereupon doth testify, depose, and say, as follows, to wit: That she is well acquainted with Elizabeth Gamble, of Monongalia county aforesaid, widow of William Gamble, deceased, late Elizabeth Doyle; that said Elizabeth was sister to Major Thomas Doyle, deceased, late of the army of the United States, under the command of General Arthur St. Clair, and that he afterwards settled at Cincinnati, in the now State of Ohio. She has been informed that he intermarried with Margaret Bradford, the widow of Captain James Bradford, deceased; that the said Elizabeth had no sister, and but two brothers besides the said Thomas, to wit, John and Jacob. Jacob died, leaving no issue, and John died after said Thomas, leaving two or three children. She has understood, and always believed, that the said Elizabeth was married to the said William Gamble, deceased, they having lived together as husband and wife for many years during her acquaintance with them, and was always reputed as such. She further says, the said William Gamble enlisted into the army of the United States during the late war, and has never returned: she has been informed he is dead. She also says, that the said Thomas Doyle, after marriage as aforesaid, with the said widow Bradford, had one son, named Thomas, who is since deceased, as she is informed and believes.

R. DERING.

STATE OF VIRGINIA, *Monongalia county, ss.*

I do certify that the foregoing deposition was taken before me at the time and place stated in the caption; that the said witness was by me carefully examined and cautioned, and sworn to testify the whole truth; that the said deposition was wholly reduced to writing by myself, and subscribed by the deponent in my presence; that the place of caption is at a greater distance than one hundred miles from Chillicothe, in the State of Ohio, and that the said witness also resides at a greater distance than one hundred miles from Chillicothe; that no notice of the taking of the same was by me given to the adverse party or their attorney or agent to be present at the taking of the same, because neither of the defendants or any agent or attorney for them, or either of them known to me, were within one hundred miles of the place of taking the same. I do certify, moreover, that I am not of

counsel or attorney for either of the parties, nor interested in the event of the cause; and that I am a justice of the peace, and one of the judges of the county court of Monongalia county, and State of Virginia aforesaid; all of which I certify under my hand and seal to the said court.

R. BERKSHIRE. [SEAL.]

STATE OF VIRGINIA, *and Monongalia county, sct.*

I, Nimrod Evans, clerk of the county court of Monongalia county, in the State of Virginia, do certify that Ralph Berkshire, Esquire, before whom the foregoing deposition appears to have been taken, and whose name appears to the foregoing certificate, is, and was at the time of signing the same, an acting justice of the peace in and for the county aforesaid, and one of the judges of the said court, duly commissioned and sworn into office, and that full faith and credit are due, and ought to be given to all his official acts as such.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said court, at Morgantown, in the county aforesaid, the twenty-first day of August, A. D. 1819.

N. EVANS. [L. S.]

COMMONWEALTH OF VIRGINIA, sct.

I, Dudley Evans, presiding justice and judge of the county court of Monongalia, do certify that the above attestation, under the hand of Nimrod Evans, clerk of the county court of the said county, and seal of the said court, is in due form, and that full faith and credit should be given thereto.

In testimony whereof, I have hereunto set my hand and seal, this 21st day of August, A. D. 1819.

DUDLEY EVANS. [SEAL.]

To NICHOLAS LONGWORTH, Esq.

SIR: Please to take notice, that I shall proceed to-morrow by myself, agent, or attorney, between the hours of ten o'clock in the morning, and six o'clock in the afternoon, and continue that day, and from day to day, *till* completed, to take the depositions of John Mahard, James A. Sturgers, jun., Jesse Hunt, Samuel C. Vance, and perhaps sundry other witnesses, at the office of, and before, Daniel Roe, Esq., a justice of the peace for the county of Hamilton, and town of Cincinnati, Ohio, to be read as evidence on the trial of the three suits depending and undetermined in ejeetment in the circuit court of the United States, for the seventh circuit and district of Ohio, wherein I am plaintiff, and you are defendants, when and where you may attend, if you see proper.

I am, sir, yours, &c.

THOS. S. HINDE.

October 30th, 1820.

To ROBERT RITCHEY, JAMES FINDLAY, and WILLIAM LYTLE, Esq's.

Take notice, that I shall proceed by myself, agent, or attorney, on to-morrow, between the hours of ten o'clock in the morning, and six o'clock in the afternoon, and continue that day, and from day to day, *till* completed, to take the depositions of Jesse Hunt, Griffin Yateman, James Furgerson,

370

Samuel C. Vance, and perhaps others, at the office of Daniel Roe, Esq., in Cincinnati, one of the justices of the peace for Hamilton county, and State of Ohio, to be read as evidence on the trial of the bill of discovery, depending and undetermined in the circuit court of the United States, for the seventh circuit and district of Ohio, wherein I am complainant, and you are defendants, when and where you may attend, if you think proper.

I am, yours, &c.

THOS. HINDE.

October 30th, 1820.

STATE OF OHIO, *Hamilton county, ss.*

Personally appeared before me, Daniel Roe, one of the justices of the peace for the county of Hamilton aforesaid, William Wright Southgate, of lawful age, who, being duly sworn, deposeth and saith, that on Monday, the thirteenth day of October, 1820, he served on Nicholas Longworth a true copy of the above notice; also, on the same day, he served on James Findley, one of the defendants in the notice to Ritchey, Findley, and Lytle, a true copy of the above notice, which said notices were delivered to the aforesaid defendants, between the hours of ten and twelve on the said 30th day of October, 1820.

WILLIAM WRIGHT SOUTHGATE.

Sworn and subscribed before me, this 30th October, 1820.

DANIEL ROE, *Justice of the Peace.*

Depositions of sundry witnesses, taken before Daniel Roe, a justice of the peace, within and for the county of Hamilton, and State of Ohio, at the office of said Roe, in Cincinnati, between the hours of ten and six o'clock A. M. and P. M. commencing on Tuesday, the thirty-first day of October, eighteen hundred and twenty, between those hours; and so on, from day to day, until the whole were completed, to be read as evidence on the trial of a cause now pending in the circuit court of the United States, for the seventh circuit and district of Ohio, wherein the lessee of Thomas S. Hinde, plaintiff, and Nicholas Longworth, defendant, on the part of the plaintiff.

John Mayhard, of full age, being first duly sworn, deposeth and saith, that the name of John Mahard as a witness to the deed, marked A, bearing date the twenty-eighth day of March, seventeen hundred and ninety-nine, purporting to be a deed from Thomas Doyle to Thomas Doyle, junior, annexed to the depositions, taken to be read in evidence on the trial of a cause, now pending in the circuit court of the United States, wherein the lessee of Thomas S. Hinde, is plaintiff, and Peter Gazelles and wife, defendants, is the handwriting of the said John Mahard. He further states, that he is acquainted with the handwriting of Thomas Gibson, one of the justices of the court of common pleas, for the county of Hamilton, on the 19th day of July, seventeen hundred and ninety-nine, that he has seen him write, and that the name o Thomas Gibson, signed to the acknowledgment of said deed, is his handwriting as he verily believes; and further saith not.

JOHN MAHARD.

James Furgerson, of full age, being first duly sworn, deposeth and saith, that he is acquainted with the hand-writing of Major Thomas Doyle, deceased, that he has seen him write, and that the signature of the deed,

marked A, bearing date the twenty-eighth day of March, seventeen hundred and ninety-nine, purporting to be a deed from Thomas Doyle to Thomas Doyle, junior, annexed to the depositions taken to be read in a cause now pending in the circuit court of the United States, wherein the lessee of Thomas S. Hinde is plaintiff, and Peter Gazelles and wife, defendants, in the hand-writing of the said Thomas Doyle, senior, as he verily believes; and further saith not.

JAMES FURGERSON.

Griffin Yateman, of full age, being first duly sworn, deposeth and saith, that he is acquainted with the handwriting of Thomas Doyle, deceased, that he has seen him write in his lifetime, and that he believes that the signature of Thomas Doyle to the deed, marked A, bearing date the twenty-eighth day of March, seventeen hundred and ninety-nine, annexed to the depositions, taken to be read in a cause now pending in the circuit court of the United States, wherein the lessee of Thomas S. Hinde is plaintiff, and Peter Gazelles and wife, defendants, is the handwriting of Thomas Doyle, senior, deceased. He further states, that he is acquainted with the handwriting of Col. Thomas Gibson, formerly a justice of the peace, viz. on the nineteenth day of July, seventeen hundred and ninety-nine, at the time the acknowledgment of said deed was taken, and that he has seen him write, and believes the name of Thomas Gibson signed to the certificate of acknowledgment of the said deed, is the handwriting of the said Gibson; and further saith not.

Jesse Hunt, of full age, being first duly sworn, deposeth and saith, that he is acquainted with the hand-writing of Major Thomas Doyle, deceased, that he has seen him write in his lifetime, and that the name of Thomas Doyle signed to the deed of conveyance, marked A, bearing date the twenty-eighth day of March, seventeen hundred and ninety-nine, purporting to be a deed from Thomas Doyle to Thomas Doyle, junior, annexed to the depositions taken to be read in a cause now pending in the circuit court of the United States, wherein the lessee of Thomas S. Hinde is plaintiff, and Peter Gazelles and wife, defendants, is the handwriting of the said Thomas Doyle, senior, as he verily believes. He further states, that he is acquainted with the handwriting of Thomas Gibson, formerly one of the justices of the court of common pleas, for the county of Hamilton, Ohio, and that he has seen him write, and verily believes the signature or name of Thomas Gibson, written and subscribed to the certificate of acknowledgment of said deed, marked A, is the handwriting of said Thomas Gibson. He further states, he had formerly an acquaintance with James A. Stingus, one of the subscribing witnesses to said deed, but that he does not know whether he is now dead or living; and further saith not.

JESSE HUNT.

Sworn and subscribed before me, at the time and place mentioned in the annexed notice.

DANIEL ROE, *J. P.*

371

THE UNITED STATES OF AMERICA, *District of Ohio, sct:—To Daniel Roe, Justice of the Peace, within and for Hamilton county, Ohio, greeting:*

Know ye, that we reposing special confidence in your prudence and fidelity, have appointed, and by these presents, do give you full power and authority, to examine Jesse Hunt, Griffin Yateman, James Furgerson, and John Mahard, witnesses in a cause depending in the circuit court of the United States, for the seventh circuit and district of Ohio, wherein the lessee of Thomas S. Hinde is plaintiff, and Nicholas Longworth, defendant, on the part of the plaintiff. Therefore, we command you, that at such time and place as you shall appoint for that purpose, you cause the witnesses aforesaid to come before you, and then and there diligently and carefully examine them on oath or affirmation, as the case may require; and that you do take such examinations and reduce them to writing, and return the same together with this writ, closed up under your hand and seal, into our said court, with all convenient speed.

Witness the honorable John Marshall, Chief Justice of the United States of America, the twelfth day of October, in the year of our Lord one thouthousand eight hundred and twenty, and in the forty-fifth year of the American independence.

Attest: HARVEY D. EVANS, *Clerk.*

Exhibit—Chloe Strong's deposition.

THE STATE OF OHIO, *Clermont county, ss.*

The deposition of Mrs. Chloe Strong, widow and relict of Colonel David Strong, taken in her chamber agreeable to notice given and commission, between the hours of eight o'clock in the morning and four o'clock in the afternoon, at the residence of Abigal Farchild, fifteen miles from Cincinnati, in the town of Milford, Clermont county, and State of Ohio, before Mr. Andrew Megrue, *a* acting justice of the peace for said county, to be read as evidence in a suit in ejectment depending and undetermined in the court of the United States, in and for the seventh circuit and district of Ohio, wherein Thomas S. Hinde is plaintiff, and Robert Ritchey and William Lytle, are defendants, and taken on behalf of said plaintiff. She being duly sworn, deposeth and saith, that this deponent, from her age and infirmity, find it impracticable to attend the circuit court of the United States, held at Chillicothe: the deponent states that her first acquaintance with Captain James Bradford commenced some weeks, perhaps a month, before the army marched under General St. Clair against the Indians, and that this deponent had previously heard of the elopement of Peggy Carr with Captain Bradford; that on the said Bradford's return from Vincennes, he and his wife came in company with Col. Hamtranks and lady, Doctor Elliott and lady, and Captain McCurdy and lady, and that they introduced Captain Bradford's wife into company, and stated that they were previously married at Vincennes, and that they were present at the time of marriage, which this deponent verily believes was the fact; that previously to said marriage being solemnized, this deponent understood that the married ladies did not associate with Margaret Carr until after said marriage was solemnized, but, that afterwards, she was received into all companies, and treated with that respect

due to a married lady; that this deponent does not know that any of the persons before named are alive, that she has heard of the deaths, and verily believes that Col. Hamtracts and lady, Doct. Elliott and lady, and Capt. McCurdy, are dead; that this deponent resided in an adjoining room to that of Capt. Bradford's and his wife, previously to the said Bradford's leaving the place; that Capt. Bradford, previously to the march of the army from fort Washington, repeatedly requested deponent to attend to and be a mother to his wife. She was at that time being pregnant: he left all his baggage that he did not take with him in her care, and she received, as his wife, all his effects which was brought in after his death; and that some 5 or 6 weeks after Capt. Bradford's death, Mrs. Bradford was delivered of a daughter, and this deponent was present at her birth. She was called Belinda, now Mrs. Hinde, wife of Thomas S. Hinde; that the marriage of said Bradford and wife was never questioned at that time; that they were reputed and cohabited together as man and wife, and analyzed each other as such, and as such analyzed in all company; that Major T. Doyle afterwards, as this deponent understood, married the widow of said Capt. Bradford, at the falls of Ohio; and on their return she was introduced as his wife in all companies, and as such reputed and received, and they cohabited as man and wife; that they had a son called Thomas, born at fort Hamilton, as deponent understood, was taken and in care by General Kanbiry, and that he died on board a vessel of war, perhaps 6 or 8 years since.

CHLOE STRONG.

Sworn and subscribed to, this 9th day of September, 1819, at the time and place, before me, Andrew Magrue.

ANDREW MAGRUE, *J. P.*

Exhibit—Depositions of sundry persons.

Deposition of sundry witnesses, taken before Daniel Roe, a justice of the peace, within and for the county of Hamilton and State of Ohio, at the office of said Daniel Roe, in Cincinnati, between the hours of ten and five o'clock, A. M. and P. M., commencing on Monday, the tenth day of April, 1820, between those hours, and so on from day to day, until the whole were taken, to be read in evidence on the trial of a cause depending in the circuit court of the United States for the seventh circuit and district of Ohio, wherein James Dikes, on the demise of Thomas S. Hinde, is plaintiff, and Robert Ritchey and William Lytle are defendants.

On the part of the plaintiff Samuel C. Vance, of lawful age, being first duly sworn, deposeth and saith, that his acquaintance with Capt. James Bradford, of the artillery of the United States, commenced in 1791, on the march of the army under the command of General Arthur St. Clair against the Indians, and deponent understood at the time aforesaid, that he was a married man, and now believes it to have been true; but deponent did not become acquainted with the then Mrs. Bradford, nor until after her intermarriage with Major Thomas Doyle. The acquaintance of deponent with Major Thomas Doyle, (Capt. Doyle, as he then was,) commenced near about the same time, and near to where the town of Hamilton now stands, whilst the army was in cantonment. Said Bradford was killed, as deponent understood and believes, in the action of the fourth of November, 1791. Said Bradford and wife had one daughter, called Belinda, now wife of Thomas S. Hinde, as deponent understood and verily believes, and the birth of

372

said Belinda took place shortly after the action aforesaid; that Doyle and wife had one son, called Thomas; that Major Doyle married the widow Bradford, as this deponent understood, in the winter after the battle aforesaid, or about that time, and said son Thomas was born a year or so thereafter, as deponent believes; that Major Doyle died about the year 1805, and Mrs. Doyle, his widow, a year or more thereafter; and their son Thomas died a short time before the last war with England, in service as midshipman of the navy, as deponent understood, a minor under the age of twenty-one years; that Major Thomas Doyle was in possession of goods and chattels, and kept house until his death, and administration was had thereon afterwards by James Ewing, and deponent has reason to believe a sale was made of said goods by said administrator, as Doyle's property. Major Thomas Doyle was a man of the strictest integrity and honor, and was so reputed in all his dealings. The legality of his marriage was never called in question during his life time. He and Mrs. Doyle lived together, cohabited, and were reputed man and wife among all the circle of their friends and acquaintances. Deponent knew John Bradshaw by reputation previous to or in the course of the year 1793, and became personally acquainted with him in the army, under the command of General Wayne, then station at Greenville, about the latter end of the year 1793. Deponent has not a particular acquaintance with the handwriting of J. Bradshaw, aforesaid, but from a number of specimens of his handwriting he has seen, he believes the document attached to the deposition taken in the cause pending in the circuit court of the United States for the seventh circuit and district of Ohio, wherein Thomas S. Hinde is plaintiff, and John Sutherland and Samuel R. Miller, guardians of the heirs of Elijah Strong, deceased, are defendants, and which document so attached, is marked No. 1, purporting to be a conveyance from John Bradshaw to Thomas Doyle, jr., son of Thomas Doyle, esq., Major in the service of the United States, for two hundred and fifty acres of land, part of seven hundred and fifty nine acres entered for said Bradshaw on the east fork of the Little Miami, to be signed by said Bradshaw, *to be signed by said Bradshaw*, in his own proper handwriting, dated 7th of January, 1794, and witnessed by William Wells and John Clap. Deponent had a particular acquaintance with said Wells' handwriting, and knows the signature as witness to said deed, to be his proper handwriting. Said Wells, this deponent has understood, is dead; the other witness, Clap, this deponent knows nothing of, nor can he tell whether he is yet living; he has made enquiry for him.

This deponent states further, that some short time before the 17th day of May, 1796, he entered into a contract with Major Thomas Doyle, for certain lands, in company with Capt. Sparks, which he held as devisee of John Bradshaw, who was killed in a duel, at Greenville, in 1794 or '5, and said Doyle agreed at the same time to convey two hundred acres of the land held by conveyance or transfer from said Bradshaw, to his son Thomas Doyle, jr., for which two hundred acres this deponent took an assignment to convey to this deponent on the back of said Bradshaw's deed or transfer to Doyle, jr., bearing date the 17th day of May, 1796, and signed by Major Thomas Doyle, to which his seal is annexed, and witnessed by Daniel Symmes and John Miller; that this deponent wrote the assignment himself, and the name of Major Thomas Doyle was affixed by himself to the assignment aforesaid, which was a distinct contract from the one in which Captain Sparks was concerned, and that, previously to the discovery of the omission of this de-

ponent's name in the assignment aforesaid, a correspondence was had with Thomas S. Hinde, and the letters annexed to the depositions herein before referred to, marked No. 2, 3, 4, 5, 6, and 7, were received, who, as representative of Thomas Doyle, jr., in right of his wife, undertook to confirm said assignment and the conveyance of Bradshaw, and this was done previously to this deponent exhibiting to the said Hinde the deed with the assignment aforesaid; and said Hinde did on the thirteenth day of March, 1820, convey by deed of general warrantee, in his individual right, but himself and wife, as representatives of Thomas Doyle, jr., the land in question, clear of all restrictions or incumbrances whatsoever; that at said Hinde's request, that said deponent should attend the last United States' circuit court at Chillicothe, and he being subpœnaed, but failing from the severity of the weather, and indisposition to attend, deponent inclosed said document No. 1, which is attached to the deposition herein before referred to, to Thomas S. Hinde, then at Chillicothe, and never did notice the omission of said deponent's name in the assignment, until pointed out to him by Thomas S. Hinde, who stated that defendant's counsel had observed the omission, but the letters before referred to show that the assignment was previously confirmed, and said Hinde then declared that said assignment should be confirmed fully, the omission notwithstanding, as the consideration money therefor had been paid. The consideration in question, paid Major Thomas Doyle, was four hundred dollars. That at the time the assignment was made, some conversation passed respecting the validity of the assignment, said Doyle's son being then a minor, when said Major Doyle declared that no difficulty could occur on that score, as he intended to convey to his son, for the money he then received, certain lots in Cincinnati. He mentioned lot number eighty-six, in on the hill, particularly, and other lots; that his circumstances at that time was considered independent and eligible in every respect, clear of debt and pecuniary embarrassments, and incumbrances of every kind; that, in the year 1799, this deponent, on his return from a trip to the eastward, again mentioned the subject to Major Doyle as the legality of the assignment aforesaid; that Major Doyle replied to satisfy the deponent he had conveyed the lots he had spoken of to his son, and no possible difficulty could occur on that score; that a confirmation of the assignment of course must take place. The conveyance and assignment aforesaid, neither were ever recorded, and the title of the whole claim might have been made by Doyle as devisee of Bradshaw & Co.; that this deponent saw Daniel Symmes subscribe as witness to said assignment, who is now dead. John Miller, deponent knows not where he is; whether living or not, he does not know. That at the time of the conveyance aforesaid took place, the lot on the hill in Cincinnati, No. 86, could not be rated at more than one hundred dollars, and those under the hill much less, except the lot on which the Branch Bank of the United States stands, which probably worth something more; and, in deponent's opinion, all the lots together were of much less value than the land aforesaid, excluding the said Bank lot. Deponent could not form the least idea that Major Doyle intended fraud in any manner whatever, by the conveyance made as aforesaid. This deponent is no way interested in the event of this cause.

SAML. C. VANCE.

373

WILLIAM SNADGRESS and THOMAS DOYLE, *vs.* HEZH. FLINT. } Fi. fa. to February term, 1800.

Debt and damages, - - - - -	$125 10
Costs, - - - - -	12 09
	$137 19

Received of Hezh. Flint the plaintiffs' order for ninety dollars and eighty-seven cents, and thirty-seven dollars, a judgment due the defendant from Tabor Washburn, in all $127 87, in part of the above judgment, as stated.

JAMES SMITH, *Sh'ff.*

Oct 21st, 1800.

Hezekiah Flint, of lawful age, being first sworn, deposeth and saith, that his acquaintance with Major Thomas Doyle, commenced in Cincinnati, about 25 years ago; he was also acquainted with his family. Major Doyle was a housekeeper when he became acquainted with him, was then settling up his business, having been in the army. Major Doyle afterwards entered into partnership in the mercantile business, with a certain Mr. Snodgrass: deponent built the storehouse for him; deponent's acquaintance continued with Major Doyle until he died, and deponent finds a charge under date, 17th February, 1805, against him for making his coffin, about which time he believes he died—deponent made his coffin. Major Doyle continued to keep house, and was in the possession of goods and chattels till his death. James Ewing, administered on his estate, and deponent knows that there was a sale of the said goods, as Doyle's, by the administrator; that the conveyance by Major Doyle, of certain lots to his son, situated in Cincinnati, was generally talked of, and people had different opinions respecting it, and deponent understood, and believes it was generally understood, that it was in consideration of money of his son's, used by him, that had fallen into his hands. Deponent does not know that he was involved at the time said conveyance was made, but the circumstances of his being involved, was by the partnership with Snodgrass, who made too free with said Doyle's name, in the purchase of goods, and made Doyle liable; and deponent believes that said Doyle, and from what he heard, would have been clear on his own account, from any embarrassment, had it not been for said co-partnership; that said Doyle, previous to said concern, was considered a man in good circumstances; that his general character for honesty and integrity, was good in all his dealings, nor could any charge on that score be brought against him. Deponent believes he was a man of liberality and strict honor; that one of the lots sold, held by young Doyle, this deponent understood, and it was a common report that the sheriff was interested in the sale, and to have half the lot. The sales made by the said sheriff, James Smith, were generally made irregularly, and it was understood that he became interested in many of the sales; that Major Doyle had only one son by his wife, Thomas Doyle, jr., who died at sea in service as a midshipman, a minor, and under age, as this deponent understood, and verily believes. Mrs. Doyle died about a year or two after her husband, or somewhere thereabouts. The

annexed is a receipt of the sheriff, who was in the habit of collecting moneys on executions: he received the amount of money in said receipt of me, for Major Doyle, and I dont know that the money was ever accounted for to said Doyle and Snodgrass.

HEZEKIAH FLINT.

Griffin Yateman, of full age, being first sworn, deposeth and saith, that his acquaintance with Major Thomas Doyle commenced in the latter part of the year 1793, and continued until his death; he was a housekeeper, and in the possession of goods and chattels until his death. His conduct, as to his general character and integrity, was, as deponent believes, good; deponent was recorder of deeds at Cincinnati, at the time a deed for certain, in lots in Cincinnati, was recorder, from Major Thomas Doyle to his son Thomas Doyle, jr. Deponent does not know that he was embarrassed at the time the said conveyance was made, neither does he believe that any fraud on the part of Major Doyle, was intended by the conveyance aforesaid. The conveyance aforesaid was generally known, and frequently spoken of by deponent and others, and particularly by deponent, to the sheriff, who deponent has reason to believe must have had knowledge of said conveyance, previous to the sales; and he has also reason to believe, from common report, that the sheriff had an indirect interest in the sale of one of the lots held by young Doyle.

GRIFFIN YATEMAN.

STATE OF OHIO, *Hamilton county, ss:*

Before me, a justice of the peace, within and for the county aforesaid, personally came William W. Southgate, of full age, and made oath, that on the tenth day of April last, he served William Lytle with a written notice to attend to taking the within depositions at the place herein named, and on a day between the tenth of April, and the day on which these depositions were closed, 1820.

W. W. SOUTHGATE.

Sworn and subscribed before me, this 6th of April.

DANIEL ROE.

THE UNITED STATES OF AMERICA, *District of Ohio, sct.—To Daniel Roe, Cincinnati, Hamilton county Ohio, greeting:*

Know ye, that we repose special confidence in your prudence and fidelity, have appointed, and by these presents do give you full power and authority to examine Griffin Yateman, Samuel C. Vance and Hezekiah Flint, witness in a cause depending in the circuit court of the United States, for the seventh circuit, and District of Ohio, wherein James Dikes, on the demise of Thomas S. Hinde, is plaintiff, and Robert Ritchey and William Lytle, are defendants, on the part of the plaintiff. Therefore, we command you that at such time and place as you shall appoint for that purpose, you cause the witness aforesaid, to come before you; and then diligently and carefully examine them on oath or affirmation, as the case may require, and that you do take such examinations, and reduce them writing, and return the same, together with this writ, closed up under your hand and seal, into our said court with all convenient speed.

374

Witness, the honorable John Marshall, Chief Justice of the United States of America, this 29th day of February, in the year of our Lord one thousand eight hundred and twenty, and in the 44th year of the American Independence.

Attest: HARVEY D. EVANS, *Clerk.* [L. s.]

Exhibit.—The deposition of John Garrison.

STATE OF INDIANA, *Posey county, sct:*

The deposition of John Garrison, taken before me the undersigned, one of the judges of the circuit court of the said county, the sixteenth day of December, 1822, at his own house in said county; to be read as evidence in a certain suit depending in the circuit court of the United States, for the seventh circuit, and district of Ohio, wherein Thomas S. Hinde and wife, are complainants, and R. Ritchey, W. Lytle, J. Findley, Charles Vattier and others, are defendants in chancery.

The deponent being of lawful age, and duly sworn, deposeth and saith, that the instrument of writing herein annexed, bearing date Cincinnati, tenth of September, seventeen hundred and ninety-nine, purporting to be a receipt for £50 13*s.* 3*d.*, and obligation for the conveyance for a lot in Cincinnati, to W. and M'l. Jones, and witnessed by Jacob Awl, is signed by Abrham Garrison, the deponent's father, in his own proper hand writing, well known to this deponent; that the witness Jacob Awl, was never known by this deponent, nor can he state whether he is dead or alive, nor what has become of him. This deponent also saith that he knows of no personal interest he has in the said suit, and further this deponent saith not.

JOHN GARRISON.

The deposition of Abrham Garrison, taken before me as aforesaid, at the time and place aforesaid, in the cause aforesaid, who, being of lawful age, deposeth and saith, that the paper referred to in the foregoing deposition of John Garrison, and hereunto annexed, bearing date, Cincinnati, 10th September, 1799, signed by this deponent, and witnessed by a certain Jacob Awl, that the signature of Abrham Garrison thereto affixed, he believes to be his own proper hand-writing: that the name of the witness Jacob Awl, he presumes, was affixed (he being called upon to do so) as a witness. But this deponent, at this time, has no recollection of him, nor of his hand-writing; nor does this deponent know where he is, whether he be dead or alive: that the lot referred to in the annexed paper, as sold to W. and Ml. Jones, is the same lot to which he made James Findley a quit claim deed for, and *and* believes the number of the lot to be 86: and further this deponent saith not.

ABRHAM GARRISON.

Received, Cincinnati, 10th September, 1799, of W. and Ml. Jones, fifty pounds thirteen shillings and threepence, in part of a lot opposite Mr. Conn's, in Cincinnati, for two hundred and fifty dollars, which I will make them a warantee deed for the same, on or before the twentieth day this instant. Witness my hand, this tenth day of September aforesaid.

ABRHAM GARRISON.

Test, JACOB AWL.

STATE OF INDIANA, *Posey County, ss.*

I, Nathan Ashworth, one of the judges of the circuit court of the county aforesaid, do hereby certify that the foregoing depositions of John Garrison and Abraham Garrison, sen., were taken before me at the time and place stated in the caption: that the said witnesses were by me carefully examined, and caution and sworn to testify the whole truth: that the said depositions were wholly reduced to writing by myself, and subscribed to in my presence, by the deponents: that the place of caption is at a greater distance than one hundred miles from Columbus, in the State of Ohio: that no notice of the taking of the same was given by me to the adverse party, or their attorney or agent, to be present at the taking of the same. Because neither of the said defendants, or any attorney or agent of them, or either of them, known to me, were within one hundred miles of the place of taking the same. And I do further certify, that I am of counsel or attorney to either of the parties, nor interested in the event of the cause; all of which is certified to the judges of the circuit court of the United States in and for the seventh circuit and district of Ohio.

Given under my hand and seal, this sixteenth day of December, A. D. 1822. NATHAN ASHWORTH, [SEAL.]

STATE OF INDIANA, *Posey County, ss.*

I, James P. Drake, clerk of the circuit court in and for the said county of Posey, do hereby certify that Nathan Ashworth, whose name appears to the above certificate, was, at the time of signing the same, one of the judges of the circuit court in and for the said county, duly commissioned and qualified, and that full faith and credit is and ought to be placed in all his official acts as such.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said court, at Springfield, the seventeenth day of December, 1822.

JAMES P. DRAKE, *Clk.* [L. S.]

I hereby certify that, being in company with Amos Reed and Abrham Garrison some time this month, Reed *askt* Garrison if he would make him a quit claim deed for lot number 86, in Cincinnati? Garrison observed he had sold that lot to Wm. and Michael Jones, for three hundred dollars, and received two hundred from them, and took Doctor Goforth's bond for the other hundred, and did not think Goforth had paid all, and made them a deed, and gave them his old deed with it.

Given under my hand and seal, this twenty-fourth day of March, eighteen hundred and fifteen.

his
WILLIAM × SMITH.
mark

Endorsements on the within certificate.

William Smith's certificate, living with his son Carter, above mouth Wabash. Others testify Shadrach Green, Martha Green, Hugh Montgomery, Bullitt County, Ky., living on Crooked creek, 4 miles from mouth. Jas. Parseley, same cty., 7 miles from Shepherdsville. Mr. Reed wrote to Wm. Jones, of Pittsburg, for the old deed; it will be left with Curry, Cincinnati. Amos Reed states that, on showing General J. Findley the certificates of Green, &c, he stated that if he had known it before, he would not have contracted at all.

3/3

STATE OF INDIANA, *Posey County, ss.*

I, James Rankin, one of the judges of the circuit court for the county aforesaid, (in the absence of the presiding judge of the court,) do hereby certify, that James P. Drake, who hath signed the annexed certificate, is clerk of the court aforesaid, duly elected, commissioned, and qualified as such; and that the said certificate is in due form.

Given under my hand and seal, this 20th day of December, in the year A. D. 1822.

JAS. RANKIN, [SEAL.]

Exhibit.—Robt. Buntin's deposition.

UNITED STATES OF AMERICA, *Indiana District, ss.*

The deposition of Robert Buntin, Esq. taken on the fourteenth day of August, in the year eighteen hundred and nineteen, at the court house, in the town of Vincennes, in the county of Knox, State of Indiana, before me, the undersigned, judge of the district court of the United States, in and for the said district, to be read as evidence in the ejectment depending in the court of the United States, in and for the seventh circuit and district of Ohio, wherein James Dikes, on the demise of Thomas S. Hinde, is plaintiff, and Robert Ritchey and William Lytle are defendants, and taken on behalf of the plaintiff in the said suit. The said witness being of full age, was, by me, first duly sworn and cautioned to depose and testify the whole truth, who, thereupon, doth depose, testify and say as follows: that he became acquainted with Captain James Bradford, then in the services of the United States, in the artillery, in seventeen hundred and eighty seven, or seventeen hundred and eighty-eight, and then he thinks, but cannot be certain, a lieutenant in Captain Doughty's company. His acquaintance with him continued, and an intimacy existed the day of his (Captain James Bradford's) death, which happened in the action fought between the United States' troops under General Arthur St. Clair and the Indians, on the fourth day of November, seventeen hundred and ninety-one (excepting a short time, whilst said Captain James Bradford remained in Vincennes, being himself, during this period, at Muskingum and Pittsburg, and such like occasional intervals.) This deponent further states, that his acquaintance with Margaret Kerr, afterwards Mrs. Margaret Bradford, commenced about the same time, previously to her marriage to Captain James Bradford: that this deponent's acquaintance commenced with her, whilst residing on Kerr's Island, above the mouth of Muskingum river, in the Ohio. That Capt. James Bradford took the said Margaret Kerr with him to the station at Vincennes, afterwards called Fort Knox; and, as this deponent understood, and verily believes, there married her. This deponent is at present clerk of the circuit court of Knox county, and State of Indiana, and the recorder of the court of common pleas of said county, under the territorial government of the northwest territory, from the year seventeen hundred and ninety-five, and then under the territorial government of Indiana, at which time this deponent acted as clerk of said courts, are now in his possession, under the territorial government of the northwestern territory, and previously to the year eighteen hundred and six, the marriage returns were entered on record in the recorder's office of deeds, which said office this deponent held from seventeen hundred and ninety-three until seventeen

hundred and ninety-eight, and continued to hold the said office until the year eighteen hundred and three or four: and the records of said office were burnt in the year eighteen hundred and fourteen, after the said office passed out of his hands. That whilst he held the said office, he distinctly recollects the marriage return of said Captain James Bradford and Margaret Kerr were entered on record; but by whom the same was solemnized, this deponent does not recollect. This deponent is thus particular as to the circumstance, from having found Captain James Bradford's nuncupative will: that this deponent knows afterwards, that said Captain James Bradford and Margaret Kerr lived together, and cohabited, and were reputed as man and wife until said Bradford's death. That this deponent understood, and verily believes, that whilst said Bradford and wife resided at Vincennes, they had a son called James, who died previously to their leaving or removal from the said fort, an infant, as he understood. That, among the records of the office of the judge of probate, now in his (this deponent's) possession, there is on file the orignal will of said Captain James Bradford proved, and titles of administration granted thereon, to Thomas Doyle and Margaret his wife, a certified copy of which is annexed hereto. That this deponent was in the action of the fourth of November aforesaid, when the said Captain James Bradford received a mortal wound, and, at his, the said Bradford's request, afterwards proved his nuncupative will before Oliver Spencer, the judge of probate at Fort Washington, at Cincinnati, and had the same placed on record. That this deponent understood, and verily believes, the child with which Mrs. Bradford was pregnant, was born a short time, perhaps a few weeks afterwards; and that the said child is now Mrs. Hinde, wife of Thomas S. Hinde. This deponent further states, that, after the decease of Captain James Bradford, Captain (afterwards Major) Thomas Doyle married the said Bradford's widow: that the deponent was afterwards a visitant at the dwelling of said Doyle and wife, and knew that they lived together, were reputed as such, and cohabited as man and wife until the death of said Doyle; and that the said Mrs. Bradford, after her intermarriage with said Doyle, had a child, as this deponent understood, named Thomas, who is since deceased. From this, deponent's knowledge of Captain James Bradford's circumstances, and, from what he has understood, and verily believes, the property accumulated by Major Thomas Doyle, in his life time, was principally through the means of Captain James Bradford's estate.

R. BUNTIN.

I, Benjamin Parke, judge of the district court of the United States in and for said Indiana district, do certify that the foregoing deposition was taken before me, at the time and place stated in the caption; that the said witness was by me carefully examined, and cautioned and sworn to testify the whole truth; that the said deposition was wholly reduced to writing by myself, and subscribed by the deponent in my presence; that the place of caption is at a greater distance than one hundred miles from Chillicothe, in the State of Ohio; that no notice of the taking of the same was given by me to the adverse party, or his attorney or his agent, to be present at the taking of the same, because neither of the said defendants, or any agent or attorney of them, or either of known to me, were within one hundred miles of the place of taking the same; and I do further certify, that I am not of counsel or attorney to either of the parties, nor interested in the event of the

370

cause; all of which is certified to the judges of the circuit court of the United States in and for the seventh circuit and Ohio district. Given the day and year first aforesaid.

R. PARKE.

I, James Bradford, Captain in the United States' artillery, now stationed at fort Knox, in the county of Knox, in the western territory, make this my last will and testament, in manner and form following, to wit: I give, devise, and bequeath one moiety, or half part of all and singular, my real and personal estate in possession, reversion, remainder, or expectancy, and wheresoever situate and being, unto my beloved wife Margaret, to hold to her, her heirs, executors, administrators, and assigns forever; and the other undivided moiety, or half part thereof, I give, and *devise* and bequeath unto my said wife Margaret, until her son, by me begotten, named James Bradford, shall attain the age of *twenty of* twenty-one years, for and towards the support, maintenance, and education of him, the said James Bradford; and from and immediately after the said James Bradford, my son, shall attain the said age of twenty-one years, then I give, and devise and bequeath the said moiety, or the half part of said real and personal estate to him, the said James Bradford, his heirs, executors, administrators, and assigns forever; and in case the said James Bradford shall die before his mother, my said wife Margaret, and before he shall attain the age of twenty-one years, then I give, devise, *devise*, and bequeath the said moiety or half part of my said estate to her, my said wife Margaret, her heirs, executors, administrators, and assigns forever. And I do hereby nominate, constitute, and appoint my said wife Margaret, and Major John Doughty, of the said United States' artillery, and John Mills, of the said county of Knox, esquire, guardians of my said son, and executors of this my last will and testament, hereby revoking all former and other wills by me made. In witness whereof, I have hereunto set my hand and seal, this twenty-fourth day of August, one thousand seven hundred and ninety.

JAMES BRADFORD. [SEAL.]

Signed, sealed, published, and declared by the said testator James Bradford, in and for his last will and testament, in our presence; and in the presence of each other; have subscribed our names as witnesses hereto.

H. VANDERBURG.
JOHN ELLIOTT.
JOHN RICE JONES.

This will was proved this third day of April, seventeen hundred and ninety-three, before judge of probate for the county of Knox, in the territory of the United States northwest of the Ohio, upon the oath of H. Vanderburg and John Elliott, two of the subscribing witnesses, according to law. In testimony whereof, I have hereunto set my hand.

H. VANDERBURG.

On the fourteenth day of April, seventeen hundred and ninety-three, granted letters testamentary to Thomas Doyle and Margaret his wife, saving the right of the other executors.

H. VANDERBURG.

STATE OF INDIANA, *Knox county, ss.*

I, Robert Buntin, clerk of the circuit court in and for said county of Knox, duly authorized for probate of wills, and granting administrations according to the direction of the act of assembly, in such case made and provided, do certify that the above and foregoing is a true copy of the last will and testament of James Bradford, deceased, as it stands on the files of record in my office: and that Henry Vanderburg, before whom the said will was proven, was, at the time of taking said proof and granting administration thereon, judge of probate in and for the said county of Knox, (then in the territory northwest of the river Ohio, and now in the State of Indiana.)

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said court, at Vincennes, in the said county, the third day of June, in the year of our Lord one thousand eight hundred and nineteen.

R. BUNTIN, *Clerk C. C. K. C.* [SEAL.]

STATE OF INDIANA, *Knox county, ss.*

I, Jonathan Doty, presiding judge of the circuit court in and for the said county of Knox, do certify that Robert Buntin, who made the foregoing certificate, is and was at the time of making the same, clerk of the said circuit court for the said county of Knox; that the said certificate is in due form of law, sealed with a proper seal of the said circuit court for the said county of Knox; and that full faith and credit ought to be given to his official acts when certified as the foregoing.

In testimony whereof, I have hereunto set my hand and seal, this twenty-second day of June, in the year of our Lord eighteen hundred and nineteen.

J. DOTY, [SEAL.]
Pres'd. Judge of Indiana circuit.

Exhibit.—Copy of the record.

Pleas at Cincinnati, in the county of Hamilton, and territory of the United States northwest of the river Ohio, before Thomas Gibson, George Cullum, John Armstrong, John Mercer, and John Wallace, esquires, justices, on the first Tuesday of August, in the year of our Lord one thousand seven hundred and ninety-nine.

JOHN GRAEFF, *versus* THOMAS DOYLE. } *Debt.*

HAMILTON COUNTY, ss.

Thomas Doyle was summoned to answer unto John Graeff of a plea, that the said Thomas render unto the said John the sum of nine hundred and forty-two dollars and twenty cents, which he, the said Thomas, owes to, and unjustly detains from him, the said John, &c. And thereupon the said John, by George W. Burnet, his attorney, says that the said Thomas, on the first day of January, in the year of our Lord one thousand seven hundred and ninety-nine, at Cincinnati, in the county of Hamilton aforesaid, and within the jurisdiction of this court, borrowed of the said John the sum of nine hundred and forty-two dollars and twenty cents, current money of

377

the United States, to be paid to the said John when he, the said Thomas, should be thereto afterwards requested. Yet the said Thomas, th ugh often requested, hath not paid the said John the same nine hundred and forty two dollars and twenty cents, currency aforesaid, or any part thereof, but to pay the same to him hath altogether refused, and still refuses, whereupon the said John saith he is injured, and hath sustained damages to the value of one hundred dollars, and therefore he brings suit, &c.

GEORGE W. BURNET, *Attorney.*

JOHN DOE, RICHARD ROE, *Pledges.*

HAMILTON COUNTY, ss.

John Graeff puts in his place George W. Burnet, his attorney, against Thomas Doyle in a plea of debt. And the said Thomas Doyle, by Jacob Burnet, his attorney, comes and defends the wrong and injury when, &c.; and the same attorney saith that he is not informed by the said Thomas of any answer to be given by the said Thomas to the said John, in the plaint aforesaid; and he saith nothing else thereupon

JAC. BURNET, *att'y for def't.*

Therefore it is considered that the said John Graeff recover against the said Thomas Doyle his said debt, as also eleven dollars and sixteen cents for his damages which he hath sustained, as well by reason of the detention of that debt as for his costs and charges by him about his suit in that behalf expended to the said John by the court now here, with his assent adjudged; which said debt and damages in the whole amount to nine hundred and fifty-three dollars and thirty six cents. And the said Thomas in mercy, &c.

Debt - -	$942 20
Damage and costs	11 16
	$953 36

Upon which judgment and execution issued to the sheriff of Hamilton county, returnable to August term eighteen hundred, which is closed in the following words, to wit:

TERRITORY OF THE UNITED STATES NORTHWEST OF THE RIVER OHIO, HAMILTON, ss. —*The United States to the sheriff of our said county of Hamilton, greeting:*

We command you that of the goods and chattels, lands and tenements of Thomas Doyle, in your bailiwick, you cause to be made nine hundred and forty two dollars and twenty cents debt, which John Graeff lately, to wit, in the term of August last past, recovered against him, as also eleven dollars and sixteen cents, which to the said John in our same court of common pleas at Cincinnati, in the county aforesaid, were adjudged as well by reason of the detention of that debt as for his costs and charges by him about his suit in that behalf expended, whereof the said Thomas Doyle is convicted as appears to us of record; and have you that money before the justices of our same court at Cincinnati, on the first Tuesday of August next,

to be paid to the said John Graeff for his debt and damages aforesaid; and have then there this writ.

Witness Thomas Gibson, Esq., first justice of our said court at Cincinnati, the twelfth day of May, in the year of our Lord one thousand eight hundred.

JOHN S. GANO, *Prothy.*

Which execution was afterwards, to wit, on the first Tuesday of August, 1800, returned by James Smith, sheriff of the county of Hamilton, endorsed in the following words, to wit:

"The return appears in a schedule hereunto annexed.

JAMES SMITH, *Sheriff.*"

HAMILTON, ss.

An inquest taken in the town of Cincinnati, in the county of Hamilton, on the 12th day of August, in the year of our Lord 1800, before me, James Smith, Esq., sheriff of said county, by virtue of the writ to this inquest annexed to the oath of Griffin Yateman, Daniel Conner, Patrick Dickey, Culbertson Park, Samuel Dick, Isaac Anderson, Jeremiah Hunt, James Fergurson, John Riely, John McCullough, Isaac Van Nuys, and John Schooley, good and lawful men of my bailiwick, who being charged and sworn, say, on their oath aforesaid, that Thomas Doyle, in the said writ annexed, on the day of rendition of the judgment in the said writ mentioned, to wit, on the first Tuesday of August, in the year of our Lord one thousand seven hundred and ninety-nine, being the day of rendition of the judgment in the said writ annexed mention , was seized in his demise as of fee of, and in one messuage, "to wit," lots No. 103, 107, 133, and 134, containing 72 square perches of land each, and also for a small strip of land lying on the northwest side of lot No. 108, containing in front 20 feet, and extending the length of the back, parallel to said lot No. 108, situate lying in the town of Cincinnati, in the county aforesaid, being a part of the eighteenth section, in the fourth township and first fractional range, of the clear yearly value in all issues besides reprisals, of the sum of sixty-three dollars, now or lately in the tenure or occupation of the aforesaid Thomas Doyle.

In witness whereof, as well as I, the said sheriff, as the jurors aforesaid, have *have* to this inquisition set our hands and seals, the day above written.

James Smith, *Sheriff,*	[L. S.]	James Fergurson,	[L. S.]
Griffin Yateman,	[L. S.]	Jeremiah Hunt,	[L. S.]
Daniel Conner,	[L. S.]	John Rieley,	[L. S.]
Patrick Dickey,	[L. S.]	John McCullough,	[L. S.]
Culbertson Park,	[L. S.]	Isaac Van Nuys,	[L. S.]
Samuel Dick,	[L. S.]	John Schooley.	[L. S.]
Isaac Anderson,	[L. S.]		

Whereupon another execution, to wit, a vendition exponas issued to the sheriff of Hamilton county, closed in the following words, that is to say:

TERRITORY OF THE UNITED STATES NORTHWEST OF THE RIVER OHIO, HAMILTON, SS.—*The United States to the sheriff of our said county of Hamilton, greeting:*

Whereas we lately command you by our writ, that, of the goods and chattels, lands and tenements of Thomas Doyle in your bailiwick, you

378

should cause to be made nine hundred and forty-two dollars and twenty cents debt, which John Graeff lately, to wit, in the term of August, in the year of our Lord one thousand seven hundred and ninety-nine, before the justices of our said court of common pleas at Cincinnati, in the county aforesaid, recovered against him, as also eleven dollars and sixteen cents, which to the said John in our same court were adjudged for his damages, which he sustained as well by reason of the detention of that debt as for his costs and charges by him about his suit in that behalf expended; whereof the said Thomas is convicted, as it appears to us of record, and that you should have that money before the justices aforesaid, on, &c. to be paid to the said John for his debt and damages aforesaid, and that you should make due return, and you, on that day, return to the justices aforesaid an inquisition before you, taken on the twelfth day of August, in the year of our Lord one thousand eight hundred, whereby it appears that you had levied, to wit, on lots No. one hundred and eight, one hundred and seven, one hundred and thirty-three, and one hundred thirty-four, containing seventy-two square poles each, and also a small strip of land lying on the northwest side of lot No. one hundred and eight, containing in front twenty feet, and extending the length of the back parallel to said lot No. one hundred and eight, being in the town of Cincinnati, and a part of the eighteenth section in the fourth township and first fractional range, of the clear yearly value in all issues, besides reprisals, of the sum of sixty-three dollars. And whereas the clear yearly value of the same will not, in seven years, amount to the debt and damages aforesaid, according to the requisitions of the statute in such case made and provided; and we being willing that the said John Graeff should be satisfied his debt and damages aforesaid, command you that you sell, or cause to be sold, the aforesaid lots of land for the best price that can be had for the same, and the money from such sale arising have you before the justices of our same court at Cincinnati, on the first Tuesday of November next, to be paid to the said John Graeff for his debt and damages aforesaid; and have then there this writ.

Witness, Thomas Gibson, Esq., first justice of our same court at Cincinnati, the fifteenth day of August, in the year of our Lord 1801.

JOHN S. GANO, *Prothy*, [L. S.]

Which execution was afterwards returned by James Smith, sheriff of Hamilton county, endorsed in the following words; that is to say:

"The property yet remains on hand for the want of buyers."

JAMES SMITH, *Sheriff.*

And thereupon another execution, to wit, an alias vendition exponas issued, directed to the sheriff of the county of Hamilton, which is close in the words following; that is to say:

TERRITORY OF THE UNITED STATES NORTHWEST OF THE RIVER OHIO, HAMILTON, SS.—*The United States to the sheriff of our said county of Hamilton, greeting:*

Whereas we lately commanded you by our writ, that, of the goods and chattels, lands and tenements, of Thomas Doyle in your bailiwick, you should cause to be made nine hundred and forty-two dollars and twenty cents debt, which John Graeff lately, to wit, in the term of August, in the year of our Lord 1799, before the justices of our court of common pleas at

Cincinnati, in the county aforesaid, recovered against him, also eleven dollars and sixteen cents, which to the said John were adjudged for his damages which he had sustained, as well by reason of the detention of that debt as for his costs and charges by him about his suit in that behalf expended. Whereof the said Thomas is convicted as it appears to us of record, and that you should have that money before the justices aforesaid, &c., and that you should make due return. And you on that day returned to the justices aforesaid, and inquisition before you taken on the twelfth day of August, in the year of our Lord one thousand eight hundred, whereby it appears that you had levied, to wit, on lot No. one hundred and eight, one hundred and seven, one hundred and thirty-three, and one hundred and thirty-four, containing seventy-two square poles each, and also a small strip of land lying on the northwest side of lot No. one hundred and eight, containing in front twenty feet, and extending the length of the back parallel to said lot No. one hundred and eight, being in the town of Cincinnati, and a part of the eighteenth section fourth township and first fractional range, of the clear yearly value of all issue, besides the reprisals, of the sum of sixty three dollars; and whereas the clear yearly value of the same will not, in seven years, amount to the debt and damages aforesaid, according to the requisitions of the statute in such case made and provided; and we being willing that the said John Graeff should be satisfied his said debt and damages, command you (as before we commanded) to sell, or cause to be sold, for the aforesaid lots of land for the best price that can be had for the same, and the money from such sales arising have you before the justices of our said court of common pleas at Cincinnati, on the first Tuesday of May next, to be paid to the said John Graeff, for his debt and damages, costs and charges aforesaid; and have you then there this writ.

Witness Thomas Gibson, Esq., first justice of our same court at Cincinnati, the tenth day February, in the year of our Lord 1802.

JOHN S. GANO, *Proth'y*, [L. S.]

Which execution was afterwards returned by James Smith, sheriff of Hamilton county, with the following endorsements thereon, to wit:

"I have sold the within named property, and made six hundred and twenty three dollars."

JAMES SMITH, *Sheriff.*

On the back of the execution and endorsement appears in the words and figures following, to wit:

No. 133	sold to J. Burnet	- -	$49 00
134	to do.	- -	70 00
10	to Dunseth -	- -	150 00
108	to Mr. Farchild	- -	354 00
			$623 00

379

Whereupon another execution, to wit: a testatatum, lev fa. issued directed to the sheriff of the county of Washington, which is in the following words, that is to say:

TERRITORY OF THE UNITED STATES, NORTHWEST OF THE RIVER OHIO, *Hamilton county, ss.*

The United States to the sheriff of the county of Washington, greeting:

Whereas John Graeff, lately before the justices of the court of common pleas, within and for the county of Hamilton, to wit, at Cincinnati, in the term of August, in the year of our Lord one thousand eight hundred and ninety-nine, did recover, by judgment of said court, against Thomas Doyle, nine hundred and forty-two dollars and twenty cents, debt, as also eleven dollars and sixteen cents, which in our same court were adjudged to said John, for his damages which he had sustained, as well by reason of the detention of that debt, as for his costs and charges by him about his suit in that behalf expended. Whereof the said Thomas is convicted, as it appears to us of record; and whereas the said John prosecuted on the judgment aforesaid, out of the court aforesaid, a certain writ of the territory, of levari facias, to the sheriff of the county of Hamilton directed, by which said writ it was commanded, the said sheriff, of the goods and chattels lands and tenements of the said Thomas, in his bailiwick, he should cause to be made the debt and damages recovered so as aforesaid, and that he should have that money before the justices aforesaid, at Cincinnati, on the first Tuesday of August, in the year of our Lord one thousand eight hundred, to render unto the said John, for his debt and damages, and also that writ. And whereas the said sheriff, by virtue of the said writ to him directed as aforesaid, did return that the said Thomas has no goods and chattels in his bailiwick, whereby he could make or cause to be made the debt and damages aforesaid, but that he had taken and seized one house and several lots of land in the town of Cincinnati, and that the said house and lots of land were not sufficient by the issues and profits thereof, to pay and satisfy the said judgment in seven years, but that the same remained unsold for the want of buyers. Whereupon the said John prosecuted on the judgment aforesaid, out of the court aforesaid, another certain writ of the territory, of venditione exponas, to the sheriff of the county aforesaid directed, by which said writ it was commanded the said sheriff that he should sell or cause to be sold the said house and lots of land for the best price that could be had for the same, and that he should have the money arising from the sale thereof before the justices aforesaid, at Cincinnati, on the first Tuesday of November, in the year of our Lord one thousand eight hundred and one, to render unto the said John for his debt and damages aforesaid, and also that writ; and the said sheriff in pursuance of the said writ to him directed as aforesaid, did return that the same remained unsold for the want of buyers: whereupon the said John prosecuted on the judgment aforesaid out of the court aforesaid, another certain writ of the territory, of venditione exponas, to the sheriff of the county aforesaid directed, by which said writ it was commanded the said sheriff that he should sell or cause to be sold the said house and lots of land for the best price that could be had for the same, and the money from such sales arising to have before the justices aforesaid, on the first Tuesday in May, thence next ensuing, to render unto the said John for his debt and damages aforesaid, and also that writ; at which day the sheriff returned, that

he had sold the aforesaid house and lots of land of the said Thomas, and thereby made six hundred and twenty-three dollars, and that the said Thomas had no other goods and chattels, land and tenements, in his bailiwick, whereof he could cause to be made the residue of the debt and damages aforesaid. And whereas it is testified in our same court that the said Thomas has sufficient goods and chattels, lands and tenements, in your bailiwick, whereof you may cause to be made the residue of the debt and damages aforesaid, and every part thereof, we therefore command you that, of the goods and chattels, land and tenements, of the said Thomas Doyle in your bailiwick, you cause to be made five hundred and fourteen dollars and ninety-six cents, the residue of the debt aforesaid, with the interest and cost thereon accrued, and have you that money before the justices of our same court of common pleas, at Cincinnati, on the first Tuesday of August next, to be paid to the said John Graeff for the residue of his debt and damages, costs and charges, aforesaid; and have then there this writ.

Witness, Thomas Gibson, Esquire, presiding justice of our same court at Cincinnati, the thirteenth day of May, in the year of our Lord one thousand eight hundred and two.

JOHN S. GANO, *Proth'y*, [L. S.]

The following is the account on file in my office, on which the action appears to have been predicated:

Major Thomas Doyle, Dr.

To John Graeff.

1791, June 22d,	To his note of hand bearing interest from date, - -	-	£18	5 0
28th,	To 12 powder horns at 3 3 -	£1 19 0		
July 20th,	6 rifle barrels, at 18 -	5 8 0		
"	6 rifle locks, at 6 - -	1 16 0		
			9	3 0
1796, Sept. 30th	12 rifles, at 102 6 - -	61 10 0		
	12 do at 97 6 - -	58 10 0		
	2 boxes for packing the same,			18 0
			120	18 0
	Cash paid for carriage of the above rifles to Pittsburg, -	-	9	15 0
1797, July 1st,	To 12 rifles with star and thumb pieces, at 100 0 -	60 00 0		
	16 rifles, common, at 97 6	78 00 0		
	2 boxes for packing the same,	17 0		
			138	17 0
	Cash paid carriage of the above rifles to Pittsburg, -	-	10	00 0
1798, March 17th,	To 3 rifles with Ketland locks, with star and thumb pieces, and plated caps, at 120 -	18 00 0		
	5 rifles with star and thumb pieces, at 105 - -	26 05 0		
	1 rifle with double trickers,	5 05 0		

9 common rifles, at 97 6 -	£43 17 6		
2 boxes for packing the same,	13 0		
		94	0 6
Cash paid carriage of the above rifles to Pittsburg, - -		10	06
		£407	9 0

A general credit of six months on the rifles.

To 7 years and nine months' interest on £18 5 0 to March 22, 1799, - - -	8 8 6		
7 years and 8 months' interest on £9 3 0 to March 22d, 1799, - - -	4 5 3		
2 years and 9 days' interest on £120 17 6 to March 22d, 1799, - - -	14 17 6		
2 years, 6 months and nine days' interest on £9 15 0 to March 22d, 1799, - -	1 10 0		
1 year, 2 months and 22 days' interest on £138 17 0 to 22d March, 1799, -	10 05 0		
1 year, 3 months and 22 days' interest on £10 to March 22d, 1799, - -	1 0 3		
6 months and 5 days' interest on £94 0 6 to to March 22d, 1799, - - -	3 0 0		
1 year and 5 days' interest on £6 10 6 to March 22d, 1799, - - -	7 2		
		43	13 8
		£451	2 8

Cr.

1797, Nov. 21st, By cash received at the War Office for his pension as a captain, for 13 months and five days,	£98 10 0		
By one year and 4 months' interest thereon, to March 22d, 1799,	7 17 8		
		106	7 8
Balance due John Graeff, - -		£344	15 0

Lancaster, *March 22d*, 1799.

Lancaster county, *ss:*

Be it remembered, that on the twenty-third day of March, in the year of our Lord one thousand eight hundred and ninety-nine, personally appeared before me, John Ross, Esquire, Notary Public for the Commonwealth of Pennsylvania, dwelling and practising in the borough of Lancaster, the within mentioned John Graeff, of the borough of Lancaster aforesaid, gunsmith, who being duly sworn according to law on this solemn oath, deposeth and says that the within is a just and true account against Major Thomas Doyle, of Cincinnati, in the Northwestern Territory; and that the sum of

three hundred and forty four pounds fifteen shillings lawful money, of Pennsylvania, remains justly due and unpaid, for which he hath received no payment, security or satisfaction whatever.

In testimony whereof, I have hereunto set my hand and affixed my notorial seal the day and year above written.

JOHN ROSS, *Notary Public*, [L. S.]

Copy of the note mentioned in the above account.

I promise to pay unto Mr. John Graeff, or his order, the sum of eighteen pounds five shillings Pennsylvania currency, on demand for value received, as witness my hand this 22d day of June, 1791.

THOMAS DOYLE.

The above note to bear lawful interest from this date.

THOMAS DOYLE.

Copy of a warrant of attorney from Thomas Doyle to Jacob Burnet, Esquire.

To Jacob Burnet, Esquire, attorney of the court of common pleas, for the county of Hamilton, and territory of the United States northwest of the river Ohio, or any other attorney of the same court: These are to authorise you or either of you, to appear for me, Thomas Doyle, in the said court of the next August term, at the suit of John Graeff, and by non sum informatis nil decit, or otherwise, confess a judgment against me, unto him the said John Graeff, in an action of debt for nine hundred and forty-two dollars and twenty cents, besides costs of suit, upon condition that execution be stayed twelve months from the date hereof, the said judgment to bear interest until satisfied, and for your or either of your so doing, this shall be your warrant.

In witness whereof, I have hereunto set my hand and affixed my seal, this ninth day of July, in the year of our Lord one thousand seven hundred and ninety-nine.

THOMAS DOYLE, [L. S.]

Sealed and delivered in presence of
GEORGE W. BURNET.

THE STATE OF OHIO, *Hamilton county, ss.*

I, Daniel Gano, clerk of the court of common pleas in and for the county of Hamilton, do hereby certify the foregoing to be a true copy of the record of proceedings had in our said court, in the case of John Graeff against Thomas Doyle; also of all the executions issues thereon; (including a testatum lev. facias issued to the sheriff of Washington county,) also of the note and account on which the action was instituted; and also a copy of a warrant of attorney from Thomas Doyle to Jacob Burnet, Esq. authorizing him to confess a judgment against him in favor of the said John Graeff.

In witness whereof, I have hereunto set my hand, and affixed the seal of our said court at Cincinnati, this 2d day of August, A. D. 1819.

DAN'L GANO, *Clerk.*

THE STATE OF OHIO, *Hamilton county, ss:*

I, George P. Torrence, president judge of the ninth circuit of the court of common pleas, for the State of Ohio, do hereby certify that Daniel Gano

is clerk of the court of common pleas of the county of Hamilton, and that his certificate above made is in due form of law.

Given under my hand and seal at Cincinnati, this 31st day of August, A. D. 1819. GEORGE P. TORRENCE.

No. 2.

CHILLICOTHE, *May* 12th, 1817.

SAML. C. VANCE, ESQ.

SIR: Mr. Hinde has requested me to give you the true situation of a tract land formerly in the name of John Bradshaw, on the East Fork of the Little Miami, as requested in your letter to him. By the direction of Mr. Hinde, I last winter re-located the land included in Bradshaw's claim, and returned the survey made thereon in the name of Thomas S. Hinde, and withdrew Bradshaw's entry, it never having been carried into grant. It was not the object of Mr. Hinde, as he informed me, to affect, in any way, the title of Bradshaw, or any person claiming under him, but to complete the title to the occupants of the land, (holding by virtue of a conveyance from Bradshaw,) holding them only responsible for the expenses attending the completion of said title. The occupants under Bradshaw may rest assured that Mr. Hinde does not intend taking any advantage of them—his object was only to secure, without difficulty, a part which he claimed as heir and purchase, &c.

Yours, respectfully,

DAVID COLLINS.

P. S. Any information which you could give respecting the part of Bradshaw's claim conveyed by Major Doyle, or on the subject of any of his wife's claims, would be thankfully acknowledged by Mr. Hinde.

D. COLLINS.

No. 3.

CHILLICOTHE, *September* 15, 1826.

SAML. C. VANCE, ESQ.

DEAR SIR: You wrote me some time ago respecting Bradshaw's claim, in which yourself and others were interested. In reply, I got Mr. Collins, as a disinterested person, to state my intentions, since which time severe recriminations and inviction in abundance has been hurled against me. I have only *commenced*, and I only want my own rights. I am intruded upon none, nor will I ever let my rights and privileges pass away without attempting to rescue them. The age of non-existence and passive of obedience, has long since passed away, and if we do not look to our own rights, civil and religious, others will not do it for us. I felt much pleased with the candid manner you suggested the subject, and with your previous procedure in procuring advice. I can assure you, sir, that I never did nor never will betray confidence reposed in me. Mr. S. knew this with whom you advised. The interest of the claimants under Bradshaw, was consulted as well as my own. I understood Bradshaw's entry was defective; this was corrected in my location. Now, that yourself and others concerned may be satisfied, I have to state, that if you are agreed, I will send Mr. David Collins, who will act for me, run off your lands according to your deeds, and execute my obligation to you, to relinquish my title under my warrant for

the land you were to get from Bradshaw, on you respectively relinquishing your rights to Bradshaw's warrant in like manner to me, and giving up the original plat and certificate which is of no further consequence to either of us. I hope, sir, you will spare no time in giving me an early answer on this subject as possible; and as you have acted as a gentleman on the onset, amidst the misrepresentations of others, my conduct towards you shall be with the same frankness. Messrs. Walter Dun and Cadwallader Wallace have located warrants on several claims of mine, in hopes of procuring any surplus within them, among others, the claim in question. Mr. Vanzant, the clerk in the Com. General Office, informs me that they will possibly attempt to patent it, but it will avail them nothing. I wish, however, that an understanding may be had between us previous to the issuing of my patent, that there may be no obstruction on either side, and the sooner the patent issues the better for us. I only wanted, and considered that my claim extended to the balance of the tract unconveyed by Bradshaw, possessed by others illegally—how, and in what manner, I know not. I never saw the land, and know nothing of the people on it. I wish, if possible, to hear from you by return of mail.

I am, dear sir, yours, respectfully,

THOS S. HINDE.

No. 4.

CHILLICOTHE, *Sept. 27th*, 1817.

SAML. C. VANCE, Esq.

DEAR SIR: I wrote to you some days ago, enclosing my letter to Mr. Richard Southgate, to be delivered to you: not having as yet received an answer, (which could hardly be expected so soon, especially under the present circumstances, under which I do most sincerely sympathize with you,) and Mr. Collins going down, I have authorized him fully to close the business on the terms suggested in my letter above alluded to. I hope that the arrangement will be fully satisfactory to all, and in case Messrs. Robison and others, who are in possession of my part of the land, does not purchase, I should like for you to take my part of it. But as I have always had my course fixed in such cases, I shall first offer them the lands at a fair and honorable price, and on easier terms than to other persons; if they then decline, I am clear, and should wish you to take it.

With sentiments of real respect and esteem, I am, dear sir, yours,

THOS. S. HINDE.

P. S. You will please deliver Mr. Collins the original plat and certificate, and any information you can give respecting my wife's interest will be thankfully received. I would not have any thing that I did not conceive myself in conscience entitled to. But where such equitable claim as I hold on the property at Cincinnati is my undoubtable right, I have made full arrangements for commencing ejectments for the whole. Will you, sir, be so kind as to aid Mr. Collins in ascertaining who are now in possession of in lots No. 107, 108, 20 feet of 109, adjoining 108, lots back of 107 and 108, viz: 132 and 133, also 134. I find no dispute as to No. 133; I do not own 134: it was sold by Sheriff for one instead of No. 133.

352

No. 5.

CHILLICOTHE, April 14th, 1818.

Capt. SAML. C. VANCE:

DEAR SIR: Yours of the 10th inst. was received on Saturday. On the 2d of March last, I wrote you the enclosed letter, but upon reflection concluded not to send it. Having acted with candor towards you, I was much surprised to receive a copy of your letter of the 5th of December. To hasten your business to a conclusion, I had requested you to write to the Com'r the result you may gather from the enclosed, which as you have again opened the way of negociation, I now forward you. This circumstance will account for my silence. I now submit the letter to your consideration.

I am, dear sir, very respectfully yours,

THOS. S. HINDE.

P. S. You will remark from a copy of an advertisement annexed, cut out of a W'mburgh paper, edited by Mr. Foote, some years ago, that instead of 200. Mr. Barney claims 499 as. under Doyle. This advertisement first led me to suspect that there was something wrong. Your statements have brought all out I wanted to know. The advertisement is as follows:

"To Joseph Shaylor, Saml. C. Vance, John Whitstone, Jacob Zeal, Joseph Avey, John Malott and Thomas Skinner, residents of the State of Ohio, and Richard Sparks, resident of the State of Louisiana, or elsewhere.

TAKE NOTICE:

That I shall present to the court of Common Pleas, in and for the county of Clermont, in the *the* State of Ohio, at their next sitting in July next, a petition for the partition of a certain tract of land, in Clermont county aforesaid, being survey No. 1772, entered in the name of John Bradshaw, assignee, containing 1159 acres, more or less, out of which tract *I* claim 499 acres as tenant in common by purchase from William Miller, assignee of John Bradshaw Doyle, otherwise named Thomas Doyle, jr. deceased, who was heir at law of Thomas Doyle, late Major of the United States' service, deceased; and which said Thomas Doyle, the elder, was one of the devisees of the said John Bradshaw, deceased, and died intestate.

DANIEL F. BARNEY.

April 2. A true copy. 7. 3m.

Maj. Doyle was sole devisee, under the will, to the land.

EXTRACT FROM THE WILL.

I, John Bradshaw, &c. &c. "also the residue or remainder of a tract of unsold land, on the Little Miami, (it being the only tract of land I claim, it requires no explanation.) It is my desire the said Thomas Doyle should have and enjoy the bequests aforesaid, &c. &c."

From the above, you will remark two things, that Barney claims as asignee of Doyle 499 as., and yourself 200 acres again. The legal title under the will, even without a withdrawal, was in me. I am however determined to settle the whole amicably, if there be no difficulties thrown in the way. If such a settlement does not take place, it shall no be my fault; on my part, you see, that the golden rule has not been broken. T. S. H.

No. 7.

CHILLICOTHE, April 23d, 1818.

Capt. SAML. C. VANCE:

DEAR SIR: Since writing to you, the patent in question was issued at the city of Washington on the 14th, and received this day. I shall be down as soon *as soon* as business will permit, and shall call on you. I wish you to have in readiness any papers which has any relationship to the business in question: or any other information which regards my *just claims*, will be thankfully received, for I only want what is right.

I am, dear sir, very respectfully yours,

THOS. S. HINDE.

No. 6.

CHILLICOTHE, March 2*d*, 1818.

Capt. SAML. C. VANCE:

SIR: I have just returned home from below to meet my sales here on the 7th inst. I expected, on my arrival, to have obtained the patent for the land in dispute, having given you full assurances of my intentions, and have now repeated the same to Mr. Meigs. It was with great astonishment that, at my request for all documents relative to objections forwarded, among them I discovered your letter of the 5th December, which I requested you to write, and which, instead of urging the issuing of the patents, you have requested Mr. Meigs to withhold them, in order to know what I intended to do. Now, sir, were it not from that candid manner in which you have expressed yourself, I should rather feel disposed to let the business take its course, and let the consequences fall where it may. But, sir, I again repeat it, if you do not urge the issuing of the patent, and withdraw your objections, the consequences must fall on yourself and others concerned. I had avowed fully my determinations on this score. How can I comply without a legal title as heir under Bradshaw's will? The legal title must have passed through me. One remark may suffice. I never was, nor never will be, driven to any measure against my judgment. I'd lose the whole land first. I expected to return to Cincinnati after my sales, and when in possession of the patent, to call on you and close the business as stated; but as it is, I just leave it with you to say whether you will withdraw your objections or no. As you rightly conjecture, I have not, and I trust never shall take dishonorable steps, to acquire property. I want to settle my business. This step in question has opened to me a fund of testimony respecting other matters, which might have laid dormant. The candor and frankness manifested by you, have gone further in prompting me to act reciprocally with you, than any other circumstance.

With due respect, I am yours respectfully,

THOS. S. HINDE.

P. S. Please acquaint me of your determination.

No. 1.

Know all men by these present, that whereas by virtue of a certain military warrant, now lodged in the office of Richard C. Anderson, there has been surveyed for John Bradshaw, assignee, a tract of land containing eleven hundred and fifty-nine acres, on the east fork of the little Miami, boun-

383

ded by the said fork, and by land of Joseph Windlock. Now be it known, that I, the said John Bradshaw, for and in consideration of the sum of one hundred pounds lawful money, of Pennsylvania, to me in hand paid, and the receipt of which is hereby acknowledged, have granted, bargained, *bargained* and sold, and by these presents do grant, bargain, and sell unto Thomas Doyle, junior, (son of Thomas Doyle, Esq. a major in the service of the United States,) two hundred and fifty acres of the above described tract or parcel of land, situate as aforesaid, to have and to hold to him the said Thomas Doyle, junior, and his heirs forever.

In witness whereof, I, the said John Bradshaw, have hereunto set my hand and affixed my seal, the seventh day of January, in the year of our Lord one thousand seven hundred and ninety-four.

JOHN BRADSHAW.

Signed, sealed, and delivered in presence of
WILLIAM WELLS,
JOHN CLAP.

CINCINNATI, *May*, 17*th*, 1796.

In consideration of four hundred dollars to me in hand paid, I sign over in behalf of my son, Thomas Doyle, junior, right and title to the within mentioned tract of land, and obligate myself, in the penality of six hundred dollars, that when he becomes of sufficient age that he will sign over his right and title of the same agreeably to law.

THOS. DOYLE.

Witness present,
DANL. SYMMES,
JOHN MILLER.

THE UNITED STATES OF AMERICA, *District of Ohio, set.*

To Daniel Roe of Cincinnati, Hamilton county, greeting:

Know ye, that we, reposing special confidence in your prudence and fidelity, have appointed, and by these presents do give you full power and authority, to examine Griffin Yateman, Samuel C. Vance, and Hezekiah Flint, witness in a cause depending in the circuit court of the United States for the seventh circuit and district of Ohio, wherein John Denn on the demise of Thomas S. Hinde, is plaintiff, and John Southerland and others, are defendants, on the part of the plaintiff; therefore we command you, that at such time and place as you shall appoint for that purpose, you cause the witness aforsesaid to come before you, and then and there diligently and carefully examine them on oath or affirmation, as the case may require; and that you do take such examinations and reduce them to writing, and return the same, together with this writ, closed up under your hand and seal into our said court, with all convenient speed.

Witness, the honorable John Marshall, Chief Justice of the United States of America, this 29th day of February, in the year of our Lord one thousand eight hundred and twenty, and in the 44th year of the American Independence.

HARVEY D. EVANS, *Clerk.* [L. S.]

John Southerland and Samuel R. Miller, guardians for E. Strong's heirs:

Gentlemen: Please to take notice, that on Monday the 10th inst. between the hours of ten and five o'clock P. M. and A. M. of that day, I shall proceed to take the deposition of Sam'l C. Vance, Griffin Yateman, and others, before Daniel Roe, Esquire, a justice of the peace for Hamilton county, Cincinnati township, at his office in Cincinnati, to be read as evidence on the trial of the suit in ejectment depending and undetermined in the circuit court of the United States, for the seventh circuit and district of Ohio, wherein I am plaintiff and you are defendents; and shall continue from day to day between the hours aforesaid, to take testimony till completed, when and where you may attend, if you think proper.

I am, respectfully, yours,
THOS. S. HINDE.

Newport, Ky. April 7th, 1820.

STATE OF OHIO, *Hamilton county, ss:*

Before me, Daniel Roe, a justice of the peace, within and for the county aforesaid, personally came William W. Southgate, of full age, and made that on the eighth day of April, eighteen hundred and twenty, he delivered a true copy of this notice to Samuel R. Miller, within named, in Cincinnati; Jno. Southerland not found.

W. W. SOUTHGATE.

Sworn and subscribed before me, this 6th day of May, 1820.
DAN'L ROE.

Depositions of sundry witnesses, taken before Daniel Roe, a justice of the peace, within and for the county of Hamilton, and State of Ohio, at the office of said Daniel Roe, in Cincinnati, between the hours of ten and five o'clock A. M. and P. M., commencing on Monday, the tenth day of April, 1820, between those hours, and so on from day to day, until the whole were taken, to be read in evidence on the trial of a suit in ejectment, now pending and undetermined in the circuit court of the United States, for the seventh circuit and district of Ohio, wherein Thomas S. Hinde is plaintiff, and John Southerland, and Samuel R. Miller, guardians of the heirs of Elijah Strong, deceased, are defendents:

Samuel C. Vance, of lawful age, being first duly sworn, deposeth and saith, that his acquintance with Captain James Bradford, of the Artillery of the United States, commenced in seventeen hundred and ninety-one, on the march of the army, under the command of Gen. Arthur St. Clair, against the Indians; and deponent understood at the time aforesaid, that he was a married man, and now believes it to have been true, but deponent did not become acquainted with the then Mrs. Bradford, nor until after her intermarriage with Major Thomas Doyle. The acquaintance of deponent with Major Thomas Doyle (Captain Doyle as he then was,) commenced near about the same time, and near to where the town of Hamilton now stands, whilst the army was in cantonment. Said Bradford was killed, as deponent understood and believes, in the action of the fourth of November, seventeen hundred and ninety-one: said Bradford and wife had one daughter called Belinda, now wife of Thomas S. Hinde, as deponent understood and verily believes; and the birth of said Belinda to place shortly after the action aforesaid; that Doyle and wife had one son called Thomas; that Major Thomas Doyle married the

384

widow Bradford, as this deponent understood, in the winter after the battle aforesaid, or about that time, and said son Thomas was born a year or so thereafter as deponent believes; that Major Doyle died about the year eighteen hundred and five, and Mrs. Doyle, his widow, a year or more thereafter, and their son Thomas died a short time before the last war with England, in service as midshipman of the Navy, as deponent understood, a minor under the age of twenty-one years; that Major Thomas Doyle was in possession of goods and chattels, and kept house until his death, and administration was had thereon, afterwards, by James Ewing; and deponent has reason to believe a sale was made of said goods by the said administrator, as Doyle's property. Major Thomas Doyle was a man of the strictest integrity and honor, and was so reputed in all his dealings: the legality of his marriage was never called in question during his life: he and Mrs. Doyle lived together, cohabited, and were reputed man and wife among all the circle of their friends and acquaintances. Deponent knew John Bradshaw by reputation, previous to or in the course of the year seventeen hundred and ninety-three, and became personally acquainted with him in the army under the command of Gen. Wayne, then stationed at Greenville, about the latter end of year 1793; deponent has not a particular acquaintance with the hand writing of J. Bradshaw aforesaid, but from a number of specimens of his handwriting he has seen, he believes the document attached to this deposition marked number one, purporting to be a conveyance from John Bradford to Thomas Doyle, junior, son of Thomas Doyle, Esquire, a major in in the service of the United States, for two hundred and fifty acres of land, part of eleven hundred and fifty-nine acres, entered for said Bradshaw, on the east fork of the little Miami, to be signed by the said Bradshaw in his own proper hand writing, dated 7th January, 1794, and witness by William Wills and John Clap. Deponent had a particular aequaintance with said Wills's hand writing, and knows the signature as a witness to said deed to be his proper handwriting: said Wills, this deponent has understood is dead; the other witness, Clap, this deponent knows nothing of, nor can he tell whether he is yet living—he has made enquiry for him. This deponent states further, that some short time before the 17th day of May, 1796, he entered into a contract with Major Thomas Doyle, for certain lands, in company with Captain Sparks, which he held as devisee of John Bradshaw, who was killed in a duel at Greenville, in 1794 or '5, and said Doyle agreed at the same time to convey two hundred acres of the land held by conveyance or transfer from said Bradshaw, to his son Thomas Doyle, jr., for which two hundred acres, this deponent took an assignment to convey to this deponent on the back of said Bradshaw's deed or transfer to Doyle, jr. bearing date the 17th May, 1796, and signed by Major Thomas Doyle, to which his seal is annexed, and witnessed by Daniel Symmes and John Miller; that this deponent wrote the assignment himself, and the name of Major Thomas Doyle was affixed by himself to the assignment aforesaid, which was a distinct contract from the one in which Captain Sparks was concerned; and that previously to the discovery of the omission of this deponont's name in the assignment aforesaid, a correspondence was had with Thomas S. Hinde, and the letters hereto annexed, marked No. 2, 3, 4, 5, 6, and 7, were received, who as representative of Thomas Doyle, jr., in right of his wife, undertook to confirm said assignment, and other conveyances of Bradshaw, and this was done previously to this deponent's exhibiting to the said Hinde the deed with the assignment aforesaid; and said Hinde did, on the 30th day of

March, 1820, convey by deed of general warrantee, in his individual right, but himself and wife as representatives of Thomas Doyle, jr., the land in question, clear of all restrictions or incumbrances whatsoever. That at said Hinde's request, that said deponent should attend the last United States' circuit court at Chillicothe, and he being suppœnaed, but failing from severity of the weather and indisposition, to attend, deponent enclosed said document No. 1 to Thomas S. Hinde, then at Chillicothe, and never did notice the omission of said deponent's name in the assignment, until pointed out to him by Thomas S. Hinde, who stated that defendent's counsel had observed the omission, but the letters before referred to, shew that the assignment was previously confirmed, and said Hinde then declared that said assignment should be confirmed fully, the omission notwithstanding, as the consideration money therefor had been paid. The consideration in question, paid said Major Thomas Doyle, was four hundred dollars; that at the time the assignment was made, some conversation passed respecting the validity of the assignment, said Doyle's son being then a minor, when said Major Doyle declared, that no difficulty could occur on that score, as he intended to convey to his son for the money, he then received, certain lots in Cincinnati: he mentioned lot 86 on the hill, particularly, and other lots; that his circumstances at that time were considered independent and eligible in every respect, clear of debt and pecuniary embarrassments and incumbrances of every kind. That in the year 1799, this deponent, on his return from a trip to the eastward, again mentioned the subject to Major Doyle, as to the legality of the assignment aforesaid the Major replied, to satisfy the deponent, he had conveyed the lots he had spoken of to his son, and no possible difficulty could occur on that score, that a confirmation of the assignment of course must take place. The conveyance and assignment aforesaid, neither were ever recorded, and the title for the whole claim might have been made by Doyle, as devisee of Bradshaw and Co.: that this deponent saw Daniel Symmes, subscribe as witness to said assignment, who is dead; John Miller, deponent, knows not where he is—whether living or not, he knows not. That, at the time the conveyance aforesaid took place, the lot on the hill in Cincinnati, No. 86, could not be rated at more than one hundred dollars, and those under the hill much less, with the exception of the lot on which the branch bank of the United States stands, which was probably worth something more. Excluding the aforesaid bank lot, and, in deponent's opinion, all the lots together was of much less value than the land aforesaid. Deponent could not form the least idea that Major Doyle intended fraud, in any manner whatever, by the conveyance made as aforesaid. This deponent is on way interested in the event of this cause.

SAM'L C. VANCE.

Hezekiah Flint, of lawful age, being first duly sworn, deposeth and saith: that his acquaintance with Major Thomas Doyle commenced in Cincinnati about twenty-five years ago; he was also acquainted with the family. Major Doyle was a housekeeper when he became acquainted with him; was then settling up his business, having been in the army. Major Doyle afterwards entered into partnership in the mercantile business with a certain Mr. Snodgrass; deponent built the storehouse for him. Deponent's acquaintance continued with Major Doyle until he died, and deponent finds a charge under date the 17th of February, 1805, against him for making his coffin, about which time he believes he died. Deponent made his coffin; Major

355

Doyle continued to keep house, and was in possession of goods and chattels until his death; James Ewing administered on his estate, and deponent knows there was a sale of the said goods as Doyle's, by the administrator. The conveyance by Major Doyle of certain lots to his son, situated in Cincinnati, was generally talked of, and people had different opinion respecting it, and deponent understood and believes it was generally understood that it was in consideration of money of his son's used by him, that had fallen into his hands; deponent does not know that he was involved at the time said conveyance was made, but the circumstance of his being involved, was by the partnership with Snodgrass, who made too free with said Doyle's name in the purchase of goods, and made Doyle liable; and deponent believes that said Doyle, and from what he heard, would have been clear on his own account from any embarrassments, had it not been for said copartnership; that said Doyle, previous to said concern, was considered a man in good circumstances; that his general character for honesty and integrity was good in all his dealings, nor could any charge on that score be brought against him; deponent believes he was a man of liberality and strict honor; that one of the lots sold held, by young Doyle, this deponent understood, and it was a common report that the sheriff was interested in the sale, and to have half the lot. The sale made by the said sheriff, James Smith, were generally made irregularly, and it was understood that he became interested in many of the sales; that Major Thomas Doyle had only one son, Thomas Doyle, jr. who died at sea in service as a midshipman, a minor and under age, as deponent understood and verily believes. Mrs. Doyle died about a year or two after her husband, or somewhere thereabouts. The receipt annexed to the depositions herein before referred to, is the receipt of the sheriff aforesaid, who was in the habit of collecting moneys on executions; he received the amount of money mentioned in said receipt, of deponent, for Major Doyle, and he dont know that the money was ever accounted for to said Doyle and Snodgrass.

HEZEKIAH FLINT.

Griffin Yateman, of full age, being first sworn according to law, depose and saith: that his acquaintance with Major Thomas Doyle commenced in the latter part of the year 1793, and continued until his death. He was a housekeeper, and in possession of goods and chattels until his death. His conduct as to his general character and integrity, was good as deponent belives. Deponent was recorder of deeds at Cincinnati, at the time a deed for certain in lots in Cincinnati was recorded from Major Thomas Doyle to his son Thomas Doyle, jr.; deponent does not know that he was embarrassed at the time the said conveyance was made, neither does he believe that any fraud on the part of Major Doyle was intended by the conveyance aforesaid. The conveyance aforesaid was generally known, and frequently spoken of by deponent and others, and particularly by deponent to the sheriff, who deponent has reason to believe must have had knowledge of said conveyance previous to the sales; and he has also reason to believe, from common report, that the sheriff had an indirect interest in the sale of one of the lots held by young Doyle.

Book Q, page 108. Recorded January 1st, 1817.

Exhibit.—Copy of a deed of William Dennison and wife.

This indenture made the eighteenth day of September, in the year of our Lord one thousand eight hundred and sixteen, between William Denison,

of Clermont county, State of Ohio, and Polly his wife, of the first part, and George Ely, of the second part: witnesseth, that the said parties of the first part, for and in consideration of the sum of two thousand three hundred dollars lawful money of the United States, to them in hand well and truly paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, their heirs and assigns forever, all that certain piece or parcel of land situated, lying and being on the east of Main street, in the town of Cincinnati, and being twenty-three feet in width on the south side of lot eighty-six, as numbered eighty-six, as numbered on the plan of said town, fronting on said Main street, and extending from Main street eastwardly the full width of said twenty three feet, the depth of said lot 86, being the same land conveyed by James Findlay, and Jane, his wife, to Abraham Garrison, jr. by deed recorded in the recorder's office of Hamilton county, in book O, No. 1, page 346; and all the estate, right, title, interest, claim and demand of them the said parties of the first part, of, in, and to the said premises and every part thereof, together with all and singular the privileges and appurtenances to the same belonging, or in any wise appertaining, and the rents, issues and profits thereof, to have and to hold the premises hereby bargained and sold, or meant or intended so to be with the appurtenances, to the only proper use and behalf of the said party of the second part, his heirs and assigns forever; and the said William Dennison for himself and his heirs, executors and administrators, doth covenant, promise and agree to and with the said party of the second part, his heirs, executors, administrators and assigns, that he is the true and lawful owner of the premises hereby granted, and hath good right, full power and lawful authority to sell and convey the same in manner and form aforesaid; and further, that the said William, his heirs, executors and administrators, will warrant and forever defend the aforesaid premises, with their appurtenances, and every part and parcel thereof unto the said party of the second part, his heirs and assigns, against all persons claiming, or to claim by, from or under him, them, or any of them, or by, from or under any other person or persons whomsoever.

In witness whereof, the said William, and Polly his wife, have hereunto set their hands and seals the day and year first above written.

WILLIAM DENNISON, [L. S.]
POLLY DENNISON, [L. S.]

Sealed and delivered in the presence of
JOHN CHAMBERS,
JAMES B. MIX.

THE STATE OF OHIO, *Clermont county, ss:*

Before me, the undersigned, one of the justices of the peace within and for said county, personally appeared William Dennison, and Polly his wife, the above grantors, and acknowledged the above deed of conveyance to be their voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, this fifteenth day of November, in the year of our Lord one thousand eight hundred and sixteen.

SHADRACH LANE, [L. S.]

350

The word "three," interlined between the 14th and 15th lines, was inserted before signing JOHN CHAMBERS.

I do hereby certify that the foregoing deed is truly copied from the record thereof, now remaining in my office.

THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

Book E, No. 2, page 230.

Exhibit.—Copy of a deed Smith to Vattier.

This indenture made the twenty-sixth day of March, in the year of our Lord one thousand eight hundred and two, between James Smith, esquire, sheriff of the county of Hamilton, in the territory of the United States Northwest of the river Ohio, of the one part, and Charles Vattier, of the same place, of the other part: whereas, Matthias Persons, lately before the judge of the general court, in and for the territory aforesaid, to wit: at Cincinnati, in the term of March, in the year of our Lord one thousand eight hundred and one, did recover by the judgment of the said court against John Cleves Symmes, one hundred and eighty-one dollars and seventy cents for his damages, which he had sustained by reason of the non performance of certain promises and assumptions by the said John to the said Matthias, lately made, as for his costs and charges by him about his suit in that behalf expended, whereof the said John Cleves Symmes is convicted as by the record and proceedings thereof in the said court, more fully appears; and whereas the said Matthias prosecuted on the judgment aforesaid out of the court aforesaid, a certain writ of the territory of "fieri facias, de bonis si et sa non tum de terris" to the sheriff of the county aforesaid directed, by which said writ, it commanded the sheriff that of the goods and chattels of the said John, in his bailiwick, he should cause to be made the damages recovered so as aforesaid, if so much was to be found, if not, then that he should cause the same to be made of the lands and tenements of the said John, and that he should have the moneys before the judges aforesaid, at Marietta, on the third Tuesday in October, thence next ensuing, to render unto the said Matthias for his damages aforesaid, and also that writ; and whereas, the said sheriff, by virtue of the said writ to him directed as aforesaid, did return that the said John had no goods and chattels found in his bailiwick, by which he could make, or cause to be made, damages recovered so far as aforesaid, but that he had taken and seized one house and lot of land, situate, lying and being in the town of Cincinnati, and county and territory aforesaid, and known on the plan of the town lots of the town aforesaid, by number eighty-six; and that the said house and lot of land was not sufficient by the issues and profits thereof, to pay and satisfy the said judgment in seven years, but that the same remained unsold for the want of buyers: and thereupon the said Matthias prosecuted upon the judgment aforesaid, out of the court aforesaid, another certain writ of the territory of "vendition exponas" to the sheriff of the county aforesaid directed, by which said writ it was commanded the said sheriff that he should sell, or cause to be sold, the said house and lot of land, for the best price that could be had for the same, and that he should have the money arising from the sale thereof, before the judges aforesaid, at Cincinnati, on the third Tuesday in March, thence next ensuing, to render unto the said Matthias for his damages aforesaid, and also that writ; and whereas, the said James Smith, in pursuance of the said writ to him directed

as aforesaid, and according to the laws of the territory, in such case lately made and provided, and the provisions and directions therein contained, having legally advertised and made known the same, did, on the twenty-fifth day of December, in the year of our Lord one thousand eight hundred and one, at the courthouse in Cincinnati, expose to sale by public vendue, or outcry, the said house and lot of land, with all the privileges and appurtenances to the same belonging, and all the estate, right, title, claim, property, and demand of him, the said John Cleves Symmes, into and over the same: and thereupon the said Charles Vattier did then and there bid for the said house and lot of land the sum of one hundred and two dollars, and no person bidding more, the said house and lot of land was in due manner openly and publicly cried off, and sold to the said Charles for the said sum of one hundred and two dollars; therefore, to confirm the said purchase to the said Charles Vattier, so as aforesaid made, this indenture witnesseth that the said James Smith, sheriff of the county aforesaid, for and in consideration of the sum of one hundred and two dollars, to him in hand paid by the said Charles, the receipt whereof is hereby acknowledged, and by virtue of the law of the territory, in such case lately made and provided, hath given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presesents doth give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said Charles Vattier, his heirs and assigns forever, the said house and lot of land, so as aforesaid described, with all the privileges and appurtenances to the same belonging, or in any wise appertaining, with all the estate, right, title, claim, property, and demand of him, the said John Cleves Symmes, into and over the same, and every part thereof; to have and to hold all and singular the above granted and bargained premises and appurtenances to the said Charles Vattire, his heirs and assigns, to the only proper use, benefit and behoof of the said Charles, his heirs and assigns forever, in as full and ample a manner as I, the said James Smith, by virtue of the writs aforesaid, might, could, or ought to convey the same.

In witness whereof, the said James Smith, sheriff of the county of Hamilton, hath hereunto set his hand, and affixed his seal at Cincinnati, the day and year first above written.

JAMES SMITH, *Sheriff.* [L. S.]

TERRITORY OF THE UNITED STATES, *northwest of the river Ohio:*

Be it remembered, that James Smith, esquire, sheriff of Hamilton county, the foregoing grantor, personally came, and in open court acknowledged the within instrument to be his voluntary act and deed for the uses and purposes therein mentioned and set forth.

In testimony whereof, I, Daniel Symmes, clerk of the general court, have hereunto set my hand, and affixed the seal of the said general court, at Cincinnati, the twenty-seventh day of March, in the year of our Lord one thousand eight hundred and two.

DANIEL SYMMES, *Clk. G. C.* [L. S.]

Recorded Sept. 6, 1802.

I do hereby certify that the foregoing deed is truly copied from the records thereof, now remaining in my office.

THOMAS HENDERSON,

MAY 22d, 1819. *Recorder of Hamilton county, Ohio.*

Book O, No. 1, page 29. Recorded 21st March, 1816.

387

Exhibit.—Copy of a deed Garrison to Dennison.

This indenture made the second day of March, in the year of our Lord one thousand eight hundred and sixteen, between Abraham Garrison, and Mary, his wife, of the county of Dearborn, and Indiana territory, of the one part, and William Dennison, of the county of Hamilton, and town of Cincinnati, of the other part: witnesseth, that the said Abraham Garrison, and Mary, his wife, for and in consideration of the sum of twenty-four hundred dollars current money, to them in hand paid, the receipt whereof is hereby acknowledged; and thereof and therefrom, do acquit, release, exhonerate, and forever discharge the said William Dennison, his heirs, executors and administrators, have granted, bargained, sold, released, remised, and forever claim quitted, and by these presents, do grant, bargain, sell, release, remise, and forever quit claim unto the said party of the second part, William Dennison, his heirs and assigns forever, all that certain lot or tract of land situate in the town of Cincinnati, being twenty-three feet front on Main street, off the south side of lot numbered on the plan of the town of Cincinnati, eighty-six, and to extend back the same width the whole depth of the lot; and all the estate, right, title, interest, claim and demand of the said party of the first part, either in law or equity, of, in, and to the said premises hereby granted, and every part thereof, together with all and singular the rights, privileges and appurtenances to the said premises belonging, or in any wise appertaining, and the rents, issues and profits thereof; to have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances, unto the said William Dennison, his heirs and assigns forever; and the said Abraham Garrison, and Mary, his wife, for their heirs, executors and administrators, do covenant, grant, and agree to and with the said party of the second part, their executors, and administrators, and assigns, that they have not done, or suffered any thing, whereby the title of the said premises to the said William Dennison, is, or can be frustrated or annulled.

In witness whereof, the said Abraham Garrison, and Maria Garrison, his wife, who hereby relinquishes her right of dower in the premises, have hereunto set their hands and seals the day and year first above written.

ABRAHAM GARRISON. [L. S.]
MARY GARRISON. [L. S.]

Signed, sealed, and delivered in presence of
JOHN GARRISON,
JOHN F. LANCASTER.

STATE OF OHIO, *Hamilton County, ss:*

Before me, the undersigned, one of the justices of the peace within and for said county, came personally Abraham Garrison, jr., and Mary his wife, and the said Mary being examined apart from her husband, agreeable to the act in such case made and provided, acknowledged the above indenture to be her voluntary act and deed for the uses and purposes therein contained. In testimony whereof, I have hereunto set my hand, and affixed my seal this second day of March, in the year eighteen hundred and sixteen.

RICHARD ARNOLD, *J. P.* [SEAL.]

I do hereby certify that the foregoing deed is truly copied from the record thereof now remaining in my office.

THOMAS HENDERSON,
Recorder of Hamilton County, Ohio.

MAY 26*th*, 1819.

Book O, No. 1, page 345. Recorded August 31st, 1815.

Exhibit.—Copy from the record Q—claim Garrison to Findlay.

This indenture made the ninth day of August, in the year of our Lord one thousand eight hundred and fifteen, between Abraham Garrison, and Rachel his wife, now of Cincinnati, late of Indiana Territory, of the first part, and James Findlay of Cincinnati, of the second part, witnesseth: that the parties of the first part, for, and in consideration of the sum of nine hundred and fifty dollars to them in hand by the party of the second part, well and truly paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, remised, and quit claimed, and by these presents do grant, bargain, sell, remise, and quit claim unto the party of the second part, his heirs and assigns forever, all that certain lot or tract of land, situate in the town of Cincinnati, on the east side of Main street, distinguished and known on the said plan of the town of Cincinnati, as lot numbered eighty-six, together with all and singular the hereditiments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand, whatever of them the parties of the first part, of, in, and to the same either in law or equity, and of every part thereof of the party of the second part, who is in full and peaceble possession of the lot aforesaid, his heirs and assigns forever.

In witness whereof, the said Abraham Garrison, and Rachel his wife, who hereby relinquish her right of dower, have hereunto set their hands and seals the day and year above written.

ABRAHAM GARRISON. [SEAL.]
her
RACHEL × GARRISON. [SEAL.]
mark.

Signed, sealed, and delivered, in the presence of
CHARLES SATTERLY,
GRIFFIN YATEMAN.

STATE OF OHIO, *Hamilton County, ss:*

Be it remembered, that on the ninth day of August, in the year of our Lord one thousand eight hundred and fifteen, before me, Griffin Yateman, a justice of the peace in and for the county aforesaid, personally appeared Abraham Garrison, and Rachel his wife, who being duly examined as the law directs, did severally acknowledge the foregoing deed or quit claim, to be their voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, the day and year first above written.

GRIFFIN YATEMAN. [SEAL.]

I do certify that the foregoing deed of quit claim, is a true copy from the record thereof now remaining in my office.

THOMAS HENDERSON,
Recorder of Hamilton county, Ohio.

APRIL, 20*th*, 1820.

Book S, No. 1, page 252. Recorded January 6, 1819.

Exhibit.—Copy of a deed Vattier to Lytle.

Know all men by these presents, that Charles Vattier, and Pamelia Ann his wife, of Cincinnati, in the State of Ohio, in consideration of fifteen thousand four hundred dollars to them in hand, well and truly paid by William Lytle, of the same place, the receipt whereof is hereby acknowledged, have given, granted, sold, and conveyed, and by these presents, do hereby give, grant, sell, and convey unto the said William Lytle, his heirs and assigns forever, all the following described lot or parcel of ground, situated on the east side of Main street, in the town of Cincinnati aforesaid, and being seventy-seven feet in front, on the north part of lot eighty-six, as numbered on the town plat of said town, and extending back east the full depth of said lot, the width of seventy-seven feet more or less, being all the ground said Vattier owns in said lot, being two hundred dollars per foot for said ground, together with the privileges and appurtenances thereto belonging, to have, and to hold the same to the sole use and behoof of the said William Lytle, his heirs and assigns forever; and the said Charles Vattier, doth covenant for himself, his heirs, executors, and administrators, that he is lawfully seized in fee simple of the premise above described, that he have good right and full power to sell and convey the same, and that the same are free from all incumbrances whatever; and further, that he will warrant and defend the same unto the said William Lytle, his heirs and assigns forever, from the lawful claim or claims of all other persons.

In witness whereof, the said Charles Vattier, and Pamelia, his wife, who hereby relinquishes her right of dower and thirds in the same, have subscribed these presents, and affixed their seals this second day of November, in the year of our Lord one thousand eight hundred and eighteen.

C. VATTIER. [SEAL.]
PAMELIA VATTIER. [SEAL.]

Subscribed, sealed, and delivered in the presence of us,
BENJ. BASSETT,
WILLIAM BURKE.

Word "seven," little rubbed before ex'd.

STATE OF OHIO, *Hamilton county, ss:*

Before me, one of the associate judges within and for said county, personally appeared Charles Vattier, and Pamelia Vattier, his wife, who being examined separately and apart, and acknowledged the above indenture to be their voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, this third day of November, in the year of our Lord one thousand eight hundred and eighteen.

WILLIAM BURKE. [SEAL.]

I do hereby certify that the foregoing deed is truly copied from the record thereof now remaining in my office.

THOMAS HENDERSON,
Recorder of Hamilton County, Ohio.

MAY 27*th*, 1819.

Exhibit.—Original deed Vattier to Lytle.

Know all men by these presents, that Charles Vattier, and Pamelia Ann his wife, of Cincinnati, in the State of Ohio, in consideration of fifteen thousand four hundred dollars to them in hand, well and truly paid by William Lytle of the same place, the receipt whereof is hereby acknowledged, have granted, sold, and conveyed, and by these presents do hereby give, grant, sell, and convey, unto the said William Lytle, his heirs and assigns forever, all the following described lot and parcel of ground, situated on the east side of Main street, in the town of Cincinnati aforesaid, and being seventy seven feet in front, on the north part of lot eighty-six, as numbered on the town plat of said town, and extending back east the full depth of said lot, the width of seventy-seven feet more or less, being all the ground said Vattier owns in said lot, being two hundred dollars per foot for said ground, together with the privileges and appurtenances thereto belonging, to have and to hold the same to the sole use and behoof of the said William Lytle, his heirs and assigns forever, and the said Charles Vattier, doth covenant for himself, his heirs, executors, and administrators, that he is lawfully seized in fee simple of the premises above described, that he have good right and full power to sell and convey the same, and that the same are free from all incumbrances whatever; and further, that he will warrant and defend the same unto the said William Lytle, his heirs and assigns forever, from the lawful claim or claims of all other persons.

In witness whereof, the said Charles Vattier, and Pamelia his wife, who hereby relinquishes her dower and thirds in the same, have subscribed these presents, and affixed their seals this second day of November, in the year of our Lord one thousand eight hundred and eighteen. Word "seven" a little rubbed before ex'd.

C. VATTIER. [SEAL.]
PAMELIA VATTIER. [SEAL.]

Subscribed, sealed and delivered in the presence of us,
BENJ. BASSETT, WILLIAM BURKE.

STATE OF OHIO, *Hamilton County, ss.*

Before me, one of the associate Judges within and for the said county, personally appeared Charles Vattier and Pamelia Vattier, his wife, who, being examined separately and apart, and acknowledged the above indenture to be their voluntary act and deed for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and seal, this third day of November, in the year of our Lord one thousand eight hundred and eighteen.

WILLIAM BURKE, [SEAL.]

589

Received Nov. 12, recorded January 6, 1819, in book S, No. 1, pages 252 & 253.

THOMAS HENDERSON,
Recorder of Hamilton County, Ohio.

Exhibit—Deposition of Wm. Jones—Book D, No. 1, page 162.

THE STATE OF OHIO, *Hamilton County, ss.*

In pursuance of notice issued by Luke Foster and Mathew Nimmo, two of the associate judges, within and for the county aforesaid, for the purpose of taking the deposition of William Jones, respecting the title of lot numbered eighty-six, lying and being in the town of Cincinnati, at the request of Charles Vattier, that the same might be committed to writing, agreeable to the provisions of an act, entitled, "an act concerning testimony," personal appeared the above named William Jones, who being solemnly sworn, deposeth and saith: That some years ago, this deponent swapped or exchanged with Major Thomas Doyle, a certain lot, number eighty-six, situated in said town of Cincinnati, for another lot in said town, number eighty, being the lot formerly occupied by this deponent, and afterwards by John Hermes, and now by Long and Price; and that, besides, giving said lot 86, he paid the said Thomas Doyle a considerable sum money, being the difference in value between the two lots. And further, this deponent saith, that when this deponent was about to execute a deed of conveyance for said lot in favor of said Thomas Doyle, he was requested to make it out in the name of his son, Thomas Doyle, jr. And further, this deponent saith not.

WILLIAM JONES.

Sworn and subscribed before us. this ninth day of July, one thousand eight hundred and *and* five, at Cincinnati.

LUKE FOSTER,
MATHEW NIMMO.

Recorded July 18th, 1805.

Deposition of William Jones, relative to the title of lot No. 80, in the town of Cincinnati, taken July 9, 1805.

I do hereby certify, that the within deposition of William Jones is truly copied from the record thereof now remaining in my office.

THOMAS HENDERSON,
Recorder of Hamilton County, Ohio.

May 21, 1819.

Exhibit—Deposition of Thomas Henderson.

The deposition of Thomas Henderson, Recorder of Hamilton county, taken at the office of the Clerk of the circuit court of the United States, for the seventh circuit within and for the district of Ohio, on Tuesday, the fourteenth day of September, in the year of our Lord one thousand eight hundred and nineteen, by the agreement of the parties by their attorneys, to be read in evidence on a certain action of ejectment, now pending, and at issue in the said court, between James Dikes, on the demise of Thomas S.

Hinde, plaintiff, and Robert Richey and William Lytle are defendants. Taken before me, William Creighton, Esq. a justice of the peace in and for Scioto township, in the county aforesaid. The said Thomas Henderson being first duly cautioned and sworn to speak the truth, the whole truth, and nothing but the truth, deposeth and saith: Will you be good enough to state whether James Findlay ever applied to you to negotiate for him concerning the title to lot No. 86, in Cincinnati, with one Abraham Garrison, and whether the purpose of that negotiation was to procure for him a deed from said Abraham Garrison for the said lot, and what reasons given for that negotiation? Whether he knew the former deed from Garrison to William and Michael Jones for the same lot, and whether he professed a knowledge of that deed, and a loss of it? Whether you procured for him a deed as the result of that negotiation or not? Answer by the witness: About four or five years since, a man by the name of Amos Reed came to Cincinnati; he held a release from Elizabeth Gamble, the sister of Major Thomas Doyle, for her share of the real and personal estate of said Doyle In consequence which I was led to search the records of Hamilton county, to ascertain the situation of the title of the real estate of said Doyle, by which I discovered that the title to lot No. 86, in Cincinnati, appeared to rest in the heirs of Thomas Doyle, jr. This lot had been purchased at sheriff's sale as the property of John C. Symmes by Charles Vattier, and taken possession of by James Findlay, under a judgment obtained by him against said Vattier. It was also discovered by me, that in the chain of title of said lot, from Abraham Garrison to William & Michael Jones, was not of record, although recited in the deed from Jones to Doyle, jr. Some time after, I met with said James Findlay at the house of Daniel Symmes, when a conversation arose respecting the title of said lot No. 86, and a statement was made by me to him, the said James Findlay, respecting it. He told me he would give me a good gelding, if I would effect a release from Abraham Garrison, for the said lot. Shortly afterwards, Abraham Garrison, his son and one Jonah Martin, called on me, requesting to inspect the record, touching the title of said lot. I *shew* Garrison the deed from the Jones' to Doyle, jr., wherein the recital of the deed from him was inserted. He asked me to show him the deed recited from him aforesaid; I replied, that I could not find it, but as an honest man, I presumed he would not wish to sell the same property twice. I could not effect any thing relative to Gen. Findlay's commission; finally he was introduced to Mr. Findlay himself, and a negotiation was carried on through the son of Garrison, and eventually a release was signed by Garrison to Findlay for the lot. I think he received $900, and the son received a quit claim for twenty-three feet from off the south side of the lot now in possession of Robert Ritchey.

Question by plaintiff's counsel: What have you heard Charles Vattier say in respect to the claim of Thomas Doyle, jr. on lot No. 86?

Answer. I have heard Vattier say, that Doyle, jr. set up a claim to the lot No. 86, but that had been cured by the deposition of William Jones, which was placed on the records of Hamilton county.

THOMAS HENDERSON.

390

THE STATE OF OHIO, *Ross County, ss.*

I, William Creighton, sen., a justice of the peace in and for the county aforesaid, do hereby certify, that the foregoing deposition was taken agreeable to the caption hereof.

Given under my hand and seal, this 14th September, 1819.

WILLIAM CREIGHTON, SEN., J. P. [SEAL.]

Exhibit—Depositions of Smith and Dunn.

The depositions of Carter Smith and Robert Dunn. Said Smith, as a residenter of White county, State of Illinois, and Robert Dunn of Posey county, and State of Indiana, taken on the fourteenth day of June, in the year of our Lord eighteen hundred and nine, then at my house in Mount Vernon, State of Indiana, and county of Posey, before me, the undersigned, one of the judges of the circuit court for the county and State aforesaid; said court exercising by law all the power of a court of common pleas, or county court, to be read as evidence in the ejectment depending in the circuit court of the United States, in and for seventh circuit and Ohio district, wherein James Dikes, on the demise of Thomas S. Hinde, is plaintiff, and Robert Ritchey and William Lytle are defendants, and taken in behalf of the plaintiff in said suit. The said Carter Smith being of lawful age, was first by me duly sworn, and cautioned to depose and certify the whole truth, who thereupon doth testify, depose and say: That this deponent was in company with Abraham Garrison some time in the month of March, 1815, and heard him, said Garrison, say, that he had sold a lot No. eighty six, in Cincinnati, State of Ohio, to William and Michael Jones, and had made them a deed for it, and gave his old deed with it for the sum of three hundred dollars, and received two hundred dollars from the said Jones, and took Doctor Goforth's bond for one hundred dollars, and had received all of that but a trifle. The reason this deponent so distinctly recollects the date aforesaid is, that he was about the time called upon for a certificate of the facts, as was his father, William Smith, now deceased, whose certificate was written in this deponent's presence, and saw his father affix his mark to the same, which certificate is hereunto annexed. That this deponent has been acquainted with Abraham Garrison, and his sons, for upwards of nine years, and their general character is bad, and further this deponent saith not.

CARTER SMITH.

The said Robert Dunn, being of lawful age, was first by me duly sworn and cautioned to depose and certify the whole truth, who thereupon doth testify, depose, and say, that this deponent was in company with Abraham Garrison some time in the month of February or March, 1815, and heard him say that he had sold a lot of ground in Cincinnati, Ohio, to William and Michael Jones, had received payment, and had made them a deed for the same; but the deed being lost or mislaid, he intended to try and obtain said lot again. This deponent does not recollect the number of said lot, but believes it to be the same that is situate on Main street, on the hill adjoining the lot of James Fergurson, esquire, merchant, on the lower side, or the one next it. This deponent has been acquainted with Abraham Garrison and his sons for upwards of twenty four years, and their characters were considered bad. This deponent knows a man named Jacob Awl, who was in Cincinnati. And further this deponent saith not.

ROBERT DUNN.

I do hereby certify, that the foregoing depositions were taken before me, at the place and time stated in the caption; that the witnesses were by him carefully examined, and cautioned, and sworn to testify the whole truth; that the said depositions were wholly reduced to writing by myself, and subscribed to by the deponents, in my presence; that the place of caption is at a greater distance than one hundred miles from Chillicothe, in the State of Ohio, the place of trial; that the said witnesses resides also at a greater distance than one hundred miles from Chillicothe, Ohio; that no notice of the taking of the same was by me given to the adverse party, or his attorney, or agent, to be present at the taking of the same, because neither of the said defendants, or any agent or attorney of theirs known to me, were within one hundred miles of the place of taking the same. I do certify, moreover, that I am not of counsel or attorney to either of the parties, nor interested in the event of the cause: and that I am one of the judges of the circuit court for the county of Posey, in the State of Indiana: said court exercising the powers of a court of common pleas, or county court for said county. All of which, I do certify under my hand and seal.

THOMAS GIVENS. [L. S.]

One of the associate judges of the circuit court of the county of Posey, and State of Indiana.

Exhibit—Deposition of J. Burnet.

To the Honorable the judges of the circuit of the United States, for the seventh circuit, and Ohio district:

The deposition of Jacob Burnet, taken before Isaac G. Burnet, mayor of the city of Cincinnati, at his office in Cincinnati, on Tuesday the eighteenth day of April, 1820, between the hours of ten o'clock, A. M. and five o'clock, P. M. of said day, to be read as evidence on the part of the defendants in an action of ejectment, now depending and undetermined in the circuit court of the United States, for the seventh circuit, and district of Ohio, wherein John Southerland and Samuel Miller, guardians of the heirs of Elijah Strong, are defendants, and Thomas S. Hinde is plaintiff, taken in pursuance of the notice herewith annexed. The said Jacob Burnet, being duly sworn, deposeth and saith, that he first became acquainted with Thomas Doyle, in the summer of 1796, and continued to reside near him until the time of his death; he was very much embarrassed when this deponent first knew him, and, at the time of his death, was universally reputed to be insolvent.

This deponent commenced as many as five or six suits against him, and prosecuted some them to final judgment and execution; some of which remains still unsatisfied for want of property. About the time that these suits were commenced, and before judgments were obtained, he conveyed the principal part of his real estate in Cincinnati to his son Thomas Doyle, jun. who was then a minor, with a view, as was generally believed, to defraud his creditors. This deponent was a practising attorney in the general court of the Territory of the United States, northwest of the river Ohio, from the year 1796, until the court was abolished by the establishment of the State Government. The uniform construction given by that court to the law subjecting real estate to execution for debt, adopted from the Pennsylvania code, in the year 1795, was, that subscribing witness were not necessary to sheriffs' deeds; but that, on an acknowledgment in open court, with certificate and

391

seal of the clerk, was all that the law required. As far as this deponent's knowledge extended, it was the general practice to take sheriffs' deeds without subscribing witnesses, in pursuance of the construction given by the court to the law.

Question by defendant's counsel. What was the general reputation of the legitimacy of Beli[illegible] a Bradford, now Mrs. Hinde, in the year 1796?

Answer. She was generally reputed, and believed to be the illegitimate daughter of a Mr. Bradford, of the army.

J. BURNET.

Afterwards, on the nineteenth day of April, 1820, personally came Thomas Henderson, a witness in the foregoing cause, who, being duly sworn, deposeth and saith, that he is the recorder of the county of Hamilton, State of Ohio, and that he has examined the records of said county, with a view to ascertain the practice of witnessing sheriffs' deeds, executed under the laws of the Northwestern Territory, from the commencement of the record in 1795, until 1803; and that he finds seventy-seven sheriffs' deeds recorded during that period, of which only seven have witnesses. And further this deponent saith not.

THOMAS HENDERSON.

On the same nineteenth day of April, personally came General John S. Gano, a witness in the aforesaid cause, who, being duly sworn, deposeth and saith, that he was clerk of the court of common pleas and quarter sessions of the county of Hamilton, from the year 1794 until the establishment of the State Government.

Question by defendant's attorney. Did, or did not the court generally receive acknowledgments of sheriffs' deeds without witnesses?

Answer. The court did generally receive acknowledgments of sheriffs' deeds without witnesses, and directed me to affix the seal and certificate.

Question. Was it considered by the territorial courts to be necessary to have witnesses to sheriffs' deeds?

Answer. I presume not, as it was the general practice to take the acknowledgments without. And further this deponent saith not.

JOHN S. GANO.

On the 20th day of April, 1820, personally came General James Findlay, a witness in the same cause, who, being duly sworn, deposeth and saith, that he was intimate with Thomas Doyle, from 1794 until his death; that, after leaving the army, he entered into trade, became intemperate, and, for some time before his death, was apparently very poor.

JAMES FINDLAY.

On the twenty-fourth day of April, 1820, personally came Doctor John Sellman, a witness in the same cause, who, being duly sworn, deposeth and saith, that he became acquainted with Thomas Doyle in the spring of 1793, and continued the acquaintance until the time of his death; that Thomas Doyle, jun. the son of the aforesaid Thomas Doyle, was born at fort Hamilton, in the month of December of the same year, 1793. This deponent was a surgeon's mate in the army, on a command from Greenville, at fort Hmilton, at the time Thomas Doyle, jr. was born. And further this deponent saith not.

J. SELLMAN.

THE STATE OF OHIO, *City of Cincinnati*, ss.

I, Isaac G. Burnet, mayor of the city of Cincinnati aforesaid, do hereby certify that Jacob Burnet, Thomas Henderson, John S. Gano, James Findlay, and John Sellman, the deponents in the foregoing depositions named, personally came before me, at the Mayor's office, in the city of Cincinnati aforesaid, at the times in the said depositions mentioned, in pursuance of the notice herewith enclosed, and in my presence subscribed the said depositions respectively; and that they were carefully examined by me, and cautioned and sworn to testify the whole truth, and that said depositions are written in my hand writing; and I do further certify, that the reason of taking said depositions is, that said witnesses resides more than one hundred miles from Columbus, the place of holding the circuit court of the United States, for the district of Ohio.

In testimony whereof, I have subscribed my name, and affixed the seal of said city, this 24th day of April, 1820.

ISAAC G. BURNET, *Mayor.* [SEAL.]

THE STATE OF OHIO, *Hamilton County*, ss.

Personally appeared before me, one of the associate Judges in and for the county aforesaid, Col. Cornelius Sedam, who resides about four miles below Cincinnati, on the Ohio river, taken pursuant to the notice on this eighth day of September, Anno Domini 1819, between the hours of one and six, at the dwelling house of the said Sedam, to be read in evidence in the ejectment depending in the circuit court of the United States, in the seventh circuit and district of Ohio, wherein Thomas S. Hinde is plaintiff, and Robert Ritchey and William Lytle are defendants, and taken on behalf of plaintiff in said suit. The said witness being ancient and infirm, and being by me first duly sworn, and cautioned to depose, and who thereupon doth testify, depose and say, that from his infirmities and affliction he finds it impracticable to attend the court aforesaid; as to the matters and things in question, states, that he became acquainted with Captain James Bradford of the artillery of the army of the United States, two or three years before the army marched out under Gen. St. Clair against the Indians, and was defeated Nov. 4, 1791. That he had seen said Bradford before, but that their first acquaintance commenced at Fort Harmer, at the mouth of Muskingum; from thence said Bradford was ordered to Port St. Vincent, so called. This deponent also, some time after, saw him at the Falls of Ohio, and Margaret Carr with him, whom, he understood and verily believes, he there married; that some time after, said Bradford and wife returned to Cincinnati, it being some short time before the army marched; that the marriage of said Bradford and Peggy Carr was never doubted or called in question; that they were reputed and cohabited as man and wife, and received and acknowledged each other as such, and so received and acknowledged in all companies; that they lived in the garrison at Fort Washington together, where this deponent frequently saw them, and at the time the army marched from the garrison aforesaid, on the expedition, Mrs. Bradford was left in possession of all his baggage, which was pretty considerable. That this deponent was an officer attached to said army, and in the said action on the fourth of November, 1791, and said Bradford's wife was delivered of a daughter, called Belinda, now Mrs. Hinde, wife of Thomas S. Hinde, seven, eight or nine weeks after said Bradford's death. That some time after, said

392

Bradford's widow married Major Thomas Doyle: some time after General Wayne's army was disbanded, which was shortly after his battle with the Indians, this deponent returned from New York, where he had been stationed, to Fort Washington, and became intimate with Major Doyle's family. Said Doyle and wife had a son called Thomas, who died in the U. S. service as Midshipman on board the Argus, aged between ten and fifteen years; that about the time Major Doyle's property on the hill was offered for sale in Cincinnati, this deponent mentioned to Smith, the sheriff, and others, that Major Doyle had told him that he had made use of property to some amount of his son's, left him by J. Bradshaw, and had gone before Col. Thomas Gibson, then a justice of the peace, and made a statement of it in writing, but I know nothing of said paper; that at Captain Bradford's death, he had considerable property, which came into the hands of Major Doyle, and was also used by him; that Doyle was thought an honorable man. About the same time he made a conveyance to his son, to remunerate him as aforesaid; he conveyed lot No. 85 to Belinda Bradford, which was a very inconsiderable remuneration at that time; that this deponent was guardian for said Belinda, now Mrs. Hinde, and received her accounts from the Government of the United States, and they, with Mrs Bradford's, were settled as said Bradford's widow and orphan, the original of which is attached to the deponent's deposition in a suit in the United States circuit court for Ky. district, taken in behalf of said Hinde. That some time after becoming guardian as aforesaid, in order to avoid any difficulty arising on account of said Bradford's marriage, this deponent took the affidavit of Doctor John Elliott, who was the only surviving witness to the marriage then known to him, who testified that he was present when said Bradford's marriage was solemnized, which affidavit was also attached to the deponent's deposition, as aforesaid. He knows of no other person that was present at said marriage other than said Elliott, who is dead, as he understands and verily believes. That after Major Doyle's death, his son Thomas was taken in care by Gen. Dayton and Gen. Carberry. The property conveyed to his son at the time of his death, was still retained in his possession as his son's property, and from time to time rented for a small trifle, as well as he recollects, and further saith not.

CORNELIUS R. SEDAM.

Cincinnati, December 15, 1819.

United States' Circuit Court and District of Ohio.

In the case wherein Thomas S. Hinde is complainant, and William Lytle and others are defendants, depending and undetermined on a bill of discovery, William Burke and Ezekial Hall, Esqrs. being evidences as suggested by the complainant to the simple fact of his taking possession and placing a tenant on inlot No. 86, in Cincinnati, in October 1814, it is agreed that said complainant may proceed to take their depositions as to the said facts, as may suit his convenience, without the necessary forms prescribed by law, which, when taken, shall be admitted as evidence on trial as to the facts suggested, and may be taken before any magistrate in Cincinnati.

Witness: V. WINSON. WILLIAM LYTLE.

December, 15, 1819. THOMAS S. HINDE.

Exhibit—Deposition of Wm. Burke & Hall.

STATE OF OHIO, *Hamilton County, ss.*

The deposition of William Burke, taken before Isaac G. Burnet, Mayor of the city of Cincinnati, in the case wherein Thomas S. Hinde is complainant, and William Lytle and others are defendants, depending and undetermined on a bill of discovery, in the United States' circuit court, seventh circuit and district of Ohio.

This deponent being duly sworn, deposeth and saith, that some time in the fall, eighteen hundred and fourteen, this deponent, in company with Ezekial Hall, was called upon by complainant to take notice, that he did then and there take possession of a certain lot, in the town of Cincinnati and State of Ohio, which this deponent believes to be lot No. 86, and, at the same time, placed a tenant on the premises, who agreed to pay rent to said complainant.

WILLIAM BURKE.

Ezekial Hall being duly sworn, deposeth and saith, that the facts stated by William Burke, on the other side of this half sheet, are true, as he verily believes, the deponent having been present at the time of transaction there alluded to.

E. HALL.

THE STATE OF OHIO, *City of Cincinnati, ss.*

I, Isaac G. Burnet, Mayor of the city of Cincinnati aforesaid, do hereby certify, that on the fifteenth day of December, A. D. 1819, William Burke and Ezekial Hall, the deponents in the foregoing deposition, personally appeared before me, at the Mayor's office in Cincinnati, and subscribed and made oath to the said depositions.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said city the day and year above.

ISAAC G. BURNET, *Mayor.* [SEAL.]

The deposition of James A. Sturges, taken on this twenty-forth day of May, in the year of eighteen hundred and twenty-one, at the county house in the town of Huntsville, Madison county, State of Alabama, before me the undersigned, the presiding justice of the county court, for the county aforesaid, to be read as evidence in the ejectment depending and undetermined in the circuit court of the United States, in and for the seventh circuit and Ohio district, wherein Thomas S. Hinde is plaintiff, Southerland and E. Strong's heirs are defendants, and taken in behalf of the plaintiff in said suit. The said witness being of full age, was before me first duly sworn and cautioned to depose and certify the whole truth, who thereupon doth testify, depose and say, that the indenture or deed, purporting to be a deed of conveyance from Major Thomas Doyle, of Hamilton county, and Northwestern Territory, to Thomas Doyle, jr., bearing date the twenty-eighth day of March, in the year of our Lord one thousand seven hundred and ninety nine, for the conveyance of certain property in the town of Cincinnati, to which the said Thomas Doyle's name is signed, and to which deed this deponent's name is affixed as a subscribing witness; as James A. Sturgus, jr. is the signature of this deponent as a witness thereunto, which was this deponent's regular signature at that time, this deponent's father being of the

393

same name, who was at that time living, which was the reason that this deponent did at that time subscribe his name James A. Sturgus, jr., which deed or indenture before described, and annexed to this deposition, is marked A., and further this deponent saith not.

JAMES A. STURGUS.

STATE OF ALABAMA, *Madison County.*

I do certify, that the foregoing deposition was taken before me at the place and time stated in the caption; that the said witness was by me carefully examined, and cautioned and sworn, to testify the whole truth; that the said deposition was wholly reduced to writing by the deponent, and subscribed in my presence; that the place of caption is at a greater distance than one hundred miles from the town of Columbus, in the State of Ohio; that the said witness resides at a greater distance than one hundred miles from the town of Columbus, in the State of Ohio; that no notice of the taking of the same was by me given to the adverse party, or their agent, or attorney, to be present at the taking of the same, because, neither the said defendants, nor any agent or attorney of them, or either of them, known to me, were within one hundred miles of the place of taking the same. I certify, moreover, that I am not of counsel or attorney to either of the parties, nor interested in the event of the cause, and that I am Chief Justice of the county court in and for the county of Madison, and State of Alabama. All which I certify under my hand and seal, at the Courthouse in the town of Huntsville, this twenty fourth day of May, in the year of our Lord one thousand eight hundred and twenty-one.

DAVID MOORE, C. J. [SEAL.]

Exhibit—Deposition of Erich and Lord.

STATE OF OHIO, *County of Hamilton, ss.*

At the city of Cincinnati, in the county and State aforesaid, at the office of Samuel F. Hunt, in the said city, on the 3d day of January, 1822, before the said Samuel F. Hunt, Master Commissioner in Chancery, for the court of common pleas and supreme court in said county, duly admitted and sworn for said county, and dwelling in said city of Cincinnati, came personally Augustus David Erich, of said city, of lawful age, and after being duly cautioned and solemnly sworn, according to law, testified, deposed and on oath declared, that he is now resident and dwelling in the said city of Cincinnati, and that in the summer or autumn of the year 1813, he rented and occupied the lot numbered eighty-six, situate on Main street, in Cincinnati, of General Findlay; and that he *continually* to rent and occupy the same, until the said Findlay transferred it to Charles Vattier, one of the defendants to this suit; and that during the time he had possession of it, he put a shop on it, and occupied it four years, or thereabouts; and that after the transfer from Findlay to Vattier, he paid rent to the said Vattier for the said lot. Deponent states, that during the whole time that he had possession of said lot, both under Gen. Findlay and the said C. Vattier, no person whatever claimed, or pretended to claim rent of him for the said lot, save and except the said Findlay and Vattier, or set up any title to the land, or molested or disturbed him in the quiet possession thereof. Deponent further

states, that during the time he had possession of the lot aforesaid, under Gen. Findlay and Vattier, he saw *he saw* the complainant in this suit in Cincinnati, who never made any demands on him, or made him acquainted with any claim or pretended claim, he had to the lot before mentioned, and further this deponent saith not.

AUGUSTUS D. ERICH.

Taken, sworn to, and subscribed before me, at my office in Cincinnati, this 3d day of January, 1822.

SAMUEL F. HUNT,
Master Commissioner in Chancery.

At the same time and place, and before me, Samuel F. Hunt, Master Commissioner in Chancery as aforesaid, personall came John P. Lord, resident in the city of Cincinnati, of lawful age, who, after being duly cautioned and solemnly sworn, according to law, testified, deposed, and on oath declared, that in the month of October, A. D. 1818, he rented of C. Vattier, one of the defendants to this suit, lot numbered eighty-six, situate on Main street, in Cincinnati, and occupied it until the middle of March, or thereabouts, in the year 1819; and that during the time he had possession, no person whatever, save the lessor, claimed, or pretended to claim, or demanded rent of him for the same, or molested or disturbed him in the peaceable and quiet employment and possession thereof. Deponent further declares, that he never knew or heard of any other claim or right being set up for the lot aforesaid, until after he had quit it, and further he saith not.

JOHN P. LORD.

Taken, sworn to, and subscribed before me, at my office in Cincinnati, this 3d day of January, 1822.

SAMUEL F. HUNT,
M. C. in Chancery.

UNITED STATES COURT, 7th CIRCUIT, *District of Ohio.*

WILLIAM LYTLE, CHARLES VATTIER, et al. *adm.* THOMAS S. HINDE. } *In Chancery.*

In the above case I do certify, that one of the defendants, Charles Vattier, called on me as Master in Chancery, within and for the county of Hamilton, and State of Ohio, and requested to witnesses, to wit: Augustus David Erich and John P. Lord, to be sworn to testify in the above cause, and I, the said Samuel F. Hunt, Master in Chancery, do certify, that said witnesses reside more than one hundred miles from the seat of the holding of the United States' circuit court in Columbus, O., and it not being made appear before me, that the complainant, or his agent, or attorney, resides within one hundred miles of this place, I did proceed to examine, under oath, the aforesaid witnesses in the cause aforesaid.

SAMUEL F. HUNT,
M. C. in Chancery.

394

Exhibit—Deposition of Thomas Henderson.

In the circuit court for the 7th circuit within and for the district of Ohio, in the cases of, viz.

Thomas S. Hinde,
vs.
Robert Ritchey & William Lytle.

Same,
vs.
John Dunseath & others.

Same,
vs.
Robert Boals & others.

Same,
vs.
John Southerland & others.

Same,
vs.
Peter Cazell & others.

Same,
vs.
William Brown & Nicholas Longworth.

Same,
vs.
Justice King & Nicholas Longworth.

In the above cases the deposition of Thomas Henderson is taken, in the clerk's office of the circuit court, on the 14th day of September, 1819, between all the parties, who deposeth and saith, that all the certified copies, filed in the above cases, as purporting to be certified from his office, and testified under his signature of the court, are true copies from the records of his said office.

THOMAS HENDERSON.

THE STATE OF OHIO, ROSS COUNTY, ss.

I, William Creighton, sen., a justice of the peace in and for said county, do *do* hereby certify that the foregoing deposition was taken, by consent of parties, at the office of clerk of the circuit court United States, seventh circuit, Ohio district, to be read in evidence in the cases before enumerated.

Given under my hand and seal, this 14th September, 1819.

WM. CREIGHTON, Sen., *J. P.* [SEAL.]

And the arguments of counsel were fully heard, but the court not being advised of and upon the premises, the same is continued under advisement until the next term of this court. And afterwards, to wit, at the September term of said court, A. D. 1822, by consent of parties, leave is granted to take testimony generally, and also, to the complainant, to take from the files in this cause, a receipt given by Abraham Garrison to William and Michael Jones, (by leaving a copy of the same on file,) for the purpose of taking proof as to the execution of the same. And afterwards, to wit, at the September term of said court, in the year of our Lord one thousand eight hundred and twenty-three, this cause was further continued by con-

sent. And afterwards, to , at the July term of said court, in the year of our Lord one thousand eight hundred and twenty-four, the following depositions were filed as evidence, to wit:

Exhibit—Glenn's affidavit.

United States' circuit court, seventh circuit and district of Ohio.

THOMAS S. HINDE and WIFE, complainants,
against
WM. LYTLE, JAMES FINDLAY, CH. VATTIER and OTHERS, defendants.
} *In Chancery.*

This day personally appeared before me, the undersigned, a justice of the peace for Hamilton county, and State of Ohio, Hugh Glenn, Esq., who, being duly sworn, deposeth and saith, that a certain man by the name of Jacob Awl, known to the deponent, resided in Cincinnati for some considerable time, and some years since, removed to parts unknown; nor has he since been heard of as far as this deponent knows; nor is it known to this deponent whether said Jacob Awl be dead or alive; and further this deponent saith not.

H. GLENN.

Sworn and subscribed before me, this 30th day of December, 1823.
JAMES LYON, *J. P.*

THOMAS S. HINDE,
vs.
WILLIAM LYTLE, &c.
} *In circuit court of the United States, 7th circuit, and district of Ohio.*

STATE AND COMMONWEALTH OF KENTUCKY, JEFFERSON COUNTY, ss.

Personally appeared before the undersigned, a justice of the peace for the county and State aforesaid, James A. Overstreet, who resides at Louisville, in said county and State, and made oath that he had made diligent search, and inquiring for a certain Jacob Awl, who is supposed to have resided once in Louisville; that no intelligence whatever can be obtained respecting him. The said affiant further states, that he is not interested in any way whatever in the event of said cause.

Given under my hand and seal, this 25th day of January, in the year of our Lord 1823.

WM. TOMPKINS, *J. P. J. C.*

I, the clerk of the county court of Jefferson county, in the State of Kentucky, do certify, that William Tompkins, who signed the foregoing certificate, is, and was at the time of doing the same, an acting justice of the peace for said county, duly qualified, commissioned, and sworn according to law; and that, to all his acts as such, due faith and credit is, and ought to be, given.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, this twenty-fifth day of January, one thousand eight hundred and twenty-three, and in the 31st year of the commonwealth.

WORDEN POPE. [L. S.]

395

I, John Bell, presiding judge of the county court of Jefferson county, in the State of Kentucky, do certify that the foregoing attestation of Worden Pope, who is the clerk of said court, is in due form of law, and entitled to full faith and credit.

Given under my hand, the 25th day of January, 1823.

JOHN BELL. [L. S.]

LOUISVILLE, *25th January*, 1823.

Mr. D. COLLINS—DEAR SIR: Above you have an affidavit which should have reach you sooner, only for a severe indisposition which I have but just recovered, and which I must offer as an apology for the delay.

Your obedient servant, &c.

J. H. OVERSTREET.

This cause came on to be heard on the bill, answers, exhibits, and depositions of witnesses, and was argued by counsel; on consideration whereof, it is adjudged, ordered, and decreed that the defendant, Charles Vattier, do, on or before the first day of September next, by deed, containing a covenant, warranting against himself and all other persons claiming under him, convey to the complainant, Belinda Hinde, a certain piece of ground, situate in the city of Cincinnati, on Main street, containing in front seventy-six feet more or less, being all of the lot in the town plat, numbered eighty-six, except the parcel which is hereafter directed to be conveyed to the said complainant by the defendant Ritchey; which said piece of ground was conveyed to the said Vattier by the defendant Findlay, by deed, bearing date the 10th day of April, 1818. And the court doth further adjudge, order, and decree, that the defendant, Robert Ritchey, do, on or before the first day of September next, by deed, containing a covenant warranting against himself and all persons claiming under him, convey to the said complainant, Belinda, a certain parcel of land, situated in the said city of Cincinnati, containing twenty-three feet in front on Main street, being the residue of the said lot numbered eighty-six; which said parcel of land was conveyed to the said defendant, Ritchey, by George Ely and wife, by deed, bearing date the 7th day December, 1816. And it is further decreed that the aforesaid deeds, to be executed by the defendants, Vattier and Ritchey, be prepared at the costs of the complainants; and that the said defendants do, respectively, deliver possession to the complainants of the above described parcels or pieces of ground, on or before the first day of September next, and that the complainants be quieted therein. And it is further ordered, that so much of the bill as seeks an account of the rents and profits of the aforesaid pieces or parcels of ground, be dismissed, but without prejudice to any other suit which the complainants, or either of them, may hereafter institute to recover the amounts of the said rents and profits; and it is finally decreed that the complainants recover the costs by them expended in the prosecution of this suit of the defendants. And thereupon, the following agreement was filed, to wit:

THOMAS S. HINDE,
vs.
JAMES FINDLAY and others.

The parties defendants in this cause, against whom a final decree has been rendered in the present term of the United States' court for the district of

Ohio, wishing to appeal from the decision of the said circuit court to the Supreme Court of the United States, it is agreed that such appeal may be taken; that the value of the subject-matter exceeds $2,000; and the complainant waives all right to the usual bond, and security for the prosecution of the appeal, so that the same may be taken as if the rule of court, requiring bond and security, had been complied with.

P. DODDRIDGE, *for complainants*,
D. K. ESTE, *of counsel, for def'ts.*

21*st July*, 1824.

And afterwards, to wit, at the January term of said court, in the year of our Lord one thousand eight hundred and twenty-five, came the complainants, by their counsel, and, on motion, and satisfactory reasons being adduced to the court, it is ordered that an attachment be issued against Charles Vattier, the defendant above named, for a certain contempt by him against this court committed, in not complying with the decree entered up herein at the last term of this court. And also, on like motion, and satisfactory reasons being adduced to the court, it is ordered that an attachment be issued against Robert Ritchey, the defendant above named, for a certain contempt by him, against this court committed, in not complying with the decree entered up herein at the last term of this court. And thereupon the following writ of attachment issued out of the clerk's office of said court, to wit:

THE UNITED STATES OF AMERICA, *district of Ohio, sct.—To the Marshal of said district, greeting:*

We command you to attach Charles Vattier, so that you have his body before the judges of the circuit court of the United States within and for the seventh circuit and district of Ohio aforesaid, at Columbus, on the first Monday in the month of June next, to answer us as well of a certain contempt by him against us committed, as what shall be then and there alleged against him, and further to do and receive whatever our said court shall think proper in this behalf, and this you shall in no wise omit; and have then there this writ.

Witness, the honorable John Marshall, chief justice of the United States, this fifteenth day of January, in the year of our Lord one thousand eight hundred and twenty-five, and in the 49th year of the American independence.

Att. HARVEY D. EVANS, *Clk.* [L. S.]

1825, January 15. The defendant to be discharged on executing, in legal form, the deed which will be tendered him to execute, and paying the costs accrued on issuing out and serving this attachment.

P. DODDRIDGE, *for complt.*

Att. HARVEY D. EVANS, *Clk.*

THE UNITED STATES OF AMERICA, *district of Ohio, sct.—To the Marshal of said district, greeting:*

We command you to attach Robert Ritchey, so that you have his body before the honorable the judges of the circuit court of the United States within and for the seventh circuit and district of Ohio, at Columbus, on the first Monday in the month of June next, to answer us as well of a certain

396

contempt by him against us committed, as what shall be then and there alleged against him, and further to do and receive whatever our said court shall think proper in this behalf, and this you shall in no wise omit; and have then there this writ.

Witness, the honorable John Marshall, chief justice of the United States, this fifteenth day of January, in the year of our Lord one thousand eight hundred and twenty-five, and in the 49th year of the American independence.

Att. HARVEY D. EVANS, *Clk.*

The defendant to be discharged on executing, in legal form, the deed which will be tendered him to execute, and paying the costs accruing on issuing out and serving this attachment.

P. DODDRIDGE, *for complts.*

And afterwards, to wit, at the June term of said court, in the year of our Lord one thousand eight hundred and twenty-five, the marshal made the return of the aforegoing attachment as follows, to wit: June 1st, 1825, I have attached the defendant, C. Vattier.

THOMAS HECKEWELDER, *Deputy Marshal.*

May 12th, 1825. I have attached the defendant, and this day discharged him by his executing a deed in compliance with the instructions of the court.

THOS. HECKEWELDER, *D'y M'l.*

On the defendant's motion, and with the assent of the complainants' counsel, it is ordered, that the marshal do discharge the defendant, Vattier, from his custody, under an attachment for contempt in refusing to perform the decree rendered in this cause, upon his payment to the marshal of all the costs accrued on attaining, issuing, and vending the said attachment of his confinement under the same.

And afterwards, to wit, at the July term of said court, in the year of our Lord one thousand eight hundred and twenty-seven, on motion of the complainants, and of reasons appearing to the court, it is ordered that the defendant, Lytle, do shew cause, on or before the first day of the next term, why the clerk shall not place this cause on the trial docket of that term for argument as between the complainants and the said defendant, Lytle.

And afterwards, to wit, at the July term of said court, in the year of our Lord one thousand eight hundred and twenty-eight, the following proceedings were had in said court, to wit:

THOMAS S. HINDE and WIFE, complainants, *vs.* JAMES FINDLAY, et al. respondents. } *Mandate from Supreme Court.*

This day came the respondents, by their solicitors, and having filed a mandate in this cause from the Supreme Court of the United States, on their motion the same is now minuted in the words and figures following, to wit:

UNITED STATES OF AMERICA, ss.—*The President of the United States of America to the honorable the judges of the circuit court of the United States for the district of Ohio,* [SEAL.] *greeting:*

Whereas lately, in the circuit court of the United States for the district of Ohio, before you, or some of you, in a cause wherein Thomas S. Hinde and Belinda, his wife, were complainants, and James Findlay, William

Lytle, Charles Vattier, Robert Ritchey, George Ely, and William Dennison, were defendants, in chancery, it was adjudged, ordered, and decreed, by the said circuit court, that the defendant, Charles Vattier, do, on or before the first day of September next, by deed, containing a covenant warranting against himself, and all persons claiming under him, convey to the complainant, Belinda Hinde, a certain piece of ground, situate in the city of Cincinnati, on Main street, containing, in front, seventy-six feet, more or less, being all of the lot in the town plat number eighty-six, except the parcel which is hereafter directed to be conveyed to the said complainant by the defendant, Ritchey, which said piece of ground was conveyed to the said Vattier by the defendant, Findlay, by deed, bearing date the 10th day of April, 1818. And the court doth further adjudge, order, and decree, that the defendant, Robert Ritchey, do, on or before the first day of September next, by deed, containing a covenant, warranting against himself and all persons claiming under him, convey to the said complainant, Belinda, a certain parcel of land, situated in the said city of Cincinnati, containing twenty-three feet in front, on Main street, being the residue of the said lot numbered eighty-six, which said parcel of land was conveyed to the said defendant, Ritchey, by George Ely and wife, by deed, bearing date the 7th day of December, 1816. And it is further decreed, that the aforesaid deeds to be executed by the said defendants, Vattier and Ritchey, be prepared at the costs of the complainants; and that the said defendants do respectively deliver possession to the complainants of the above described parcel or pieces of ground, on or before the first day of September next, and the complainants be quieted therein. And it is further ordered, that so much of *of* the bill as seeks an account of the rents and profits of the aforesaid pieces or parcels of ground, be dismissed, but without prejudice to any other suit which the complainants, or either of them, may hereafter institute to recover the amounts of the said rents and profits. And it is finally decreed, that the complainants recover the costs by them expended in the prosecution of this suit of the defendants, "as by the inspection of the transcript of the record of the said circuit court, which was brought into the Supreme Court of the United States by virtue of an appeal, agreeably to the act of Congress in such case made and provided, fully and at large appears.

And whereas, in the present term of January, in the year of our Lord one thousand eight hundred and twenty-eight, the said cause came on to be heard before the said Supreme Court, on the said transcript of the record, and was argued by counsel, on consideration whereof," it is the opinion of this court that there is error in the proceedings and decree of said circuit court, in this, that Abraham Garrison ought to have been made a party, but was not before a decree was made between the parties in the cause; wherefore it is adjudged, decreed, and ordered, that the decree of the said circuit court for the district of Ohio, in this cause, be, and the same is hereby wholly reversed, annulled, and set aside. And it is further ordered, that the cause be remanded to the court from whence it came, with instructions to permit the complainants, upon application for that purpose, to amend their bill, and make proper parties, and to proceed *de novo* in the cause, from the filing of such amended bill as law and equity may require, and the same cause is hereby remanded accordingly: You, therefore, are hereby commanded, that such proceedings be had in said cause as according to right and justice, and the laws of the United States, and conformably to said opinion, decree, and instructions of said Supreme Court, ought to be had, the said appeal notwithstanding.

397

Witness, the honorable John Marshall, chief justice of the Supreme Court, the second Monday in January, in the year of our Lord one thousand eight hundred and twenty-eight.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States."

And thereupon, the said respondents also filed certain affidavits, upon which, and on motion of defendant Ritchey, a rule is granted against the complainants to shew cause, by to-morrow, or as soon thereafter as the matter can be heard, why a writ of restitution should not issued in favor of the said Ritchey, for the south part of in lot No. 86, in the city of Cincinnati, from the possession which he was ousted, in virtue of the decree of the court in the cause aforesaid, and now reversed as aforesaid. And thereupon, Philip Doddridge, of counsel for the complainants, here suggest the death of the complainant, Belinda Hinde, and, on his motion, it is ordered, that the complainants, and the heirs of the said Belinda, have leave to file in the clerk's office an amended bill and bill of revivor, making Abraham Garrison, if living, a party defendant, if not, then the *the* heirs of the said Abraham, and any other proper party defendant, and reviving this suit generall for the heirs of the said Belinda Hinde; which said bill of amendment and revivor may be filed at any time within three months, and thereon process shall issue, as in other cases. And this cause is remanded to rules for further proceedings, but the question of costs or terms on which the leave to amend is granted, is *reserved* until the next term.

And afterwards, to wit, on the sixth day of October, in the year of our Lord one thousand eight hundred and twenty-eight, the said complainant filed in the clerk's office of said court here, their following amended supplemental bill and bill of revivor, to wit:

To the honorable the judges of the United States' circuit court, seventh circuit, within and for the district of Ohio; the amended supplemental bill and bill of revivor of Thomas S. Hinde, James B. Hinde, Martha H. Hinde, and John M. Hinde, children and heirs at law of Belinda Hinde, late deceased, wife of the said Thomas, who are infants under twenty-one years of age, and sue in this behalf by the said Thomas, their next friend; all of whom are citizens of the State of Kentucky, and resident therein, humbly complaining, sheweth:

That heretofore the said Thomas S. Hinde, and Belinda his wife, exhibited in this court their bill against James Findlay, William Lytle, Charles Vattier, Robert Ritchey, George Ely, and William Dennison, citizens then, and now are, of the State of Ohio, and residents therein, setting forth and claiming in and by their said bill, that on or about the fourth day of November, in the year of our Lord 1791, James Bradford, father of the complainant Belinda, died, leaving her, the said Belinda, an infant of very tender years, his only child, his heiress at law. That some time in the year 1792, Margaret, his widow, and mother of the said Belinda, married Thomas Doyle, by whom she had an only child, of the said Thomas Doyle the elder. That the said Thomas Doyle, the father, departed this life intestate, about the year 1805 or 1806, leaving the said Thomas the younger his heir at law. That the said Thomas the younger surviving both his parents, died intestate, in the year 1811, an infant, unmarried, and without issue, leaving the said Belinda, his half sister, his heiress at law, by the laws then in force

in the then Northwestern Territory, in the now State of Ohio. By their said bill they further set forth, that on or about the first day of July, 1795, John Cleves Symmes, proprietor of the town of Cincinnati, conveyed to one Abraham Garrison, who, when the said bill was filed was, and ever since has been, a citizen and resident of the State of Illinois, by deed, the lots therein, Nos. 86, 155, 156, and also 157; that on or about the 10th of September, 1799, the said Abraham, for a valuable consideration of $250, or thereabouts, sold the lot 86 to William and Michael Jones, who were brothers, and partners in trade, and gave them a receipt for the purchase money; which, in and by the said bill is referred to. That on the day following the said Garrison conveyed the said lot to the said William and Michael Jones by a deed; which deed, without being recorded, has been lost, or destroyed by time and accident. That on or about the 26th day of March, 1800, Wm. Jones, for and on behalf of the said firm, for a valuable consideration, conveyed the said lot 86 to the said Thomas Doyle the younger, by deed, which is referred to; and that thereupon the said Thomas, the father, took possession and held the said lot for the benefit of the said Thomas the younger, his son. That in the year 1814 the said Thomas S. Hinde, claiming in right of the said Belinda, then his wife, took possession of said lot, and put a tenant thereon; who held possession until removed by force therefrom. That the said Thomas S. Hinde, in confirmation of his title, on the 26th day of May, 1819, procured from Michael Jones a deed of confirmation of the title to the said lot 86, which deed is also referred to.

By their said bill they have further set forth and charged that the defendants thereto, having all of them notice of the claim of the said Thomas Doyle the younger, and the loss of the deed from Garrison to the Jones's, had fraudulently combined together, and procured a deed of conveyance for said lot 86, from the said Abraham, and violently dispossessed the tenant of the said Thomas S. Hinde; and by their said bill they thereupon prayed a discovery of title from the said defendants, and for a conveyance of the same to the said Belinda, and the possession, &c. To the bill aforesaid, answers were put in by all the defendants thereto except Ely and Dennison, against whom the cause now stands on a decree nisi; which decree nisi is hereby waived. And your orators aver, that since the filing of the original bill in this cause, the said Belinda Hinde died intestate; that your orators, the said James B Hinde, Martha H. Hinde, and John M. Hinde, are the children of the said Belinda and Thomas S. Hinde, born in lawful wedlock, and the said Belinda's only issue and heirs at law; and that the said Thomas S. Hinde, on the death of the said Belinda, became entitled to an estate for life, in the premises, as tenant by the courtesy. And your orators pray leave to make the said bill, with all the exhibits and documents therewith filed and made a part thereof, as also the several deeds, or copies of deeds, filed, with the said answers, and also all orders and proceedings in the said cause, parts of this their said amended supplemental bill and bill of revivor. And having obtained leave to file the same, they pray that the said suit may be ordered to be and stand revived, in the name of the said James B. Hinde, Martha H. Hinde, and John M. Hinde, as heirs at law of the said Belinda, and in her stead to be prosecuted by the said Thomas, and by them, by the said Thomas, as their next friend, against the said defendants, and the said Abraham Garrison, whom, with the leave of the court, they beg leave *they beg leave* to add as a new defendant to the bill aforesaid, and this supplemental bill and bill of revivor. Your orators, by way of amending their said bill,

398

and by way of supplement thereto, now further show, that the said James Bradford, Thomas Doyle the elder, and one John Bradshaw, were brother officers in the army of the United States, employed against the northwestern Indians; that Bradshaw, out of mere attachment to, and from mere motives of affection for, the Thomas Doyle the younger, the only child of his brother officer, and being a bachelor, and without any near relations of his blood, in his lifetime executed and delivered a voluntary obligation to the said Thomas Doyle the younger, binding himself to convey to him, Thomas Doyle the younger, 250 acres of land, This land was *this land was* part of a large tract then owned by the said Bradshaw, and is very valuable. It is described in the said obligation, which is on file in the said cause, to which your orators refer, for greater certainty, and pray that the same may be considered as a part of their bill in this behalf. Although the said bond or obligation was executed voluntarily, and without valuable consideration, yet your orators charge that the same at law was obligatory on the said Bradshaw, and would bind his estate, into whose ever hands the same might come, by descent or demise. Your orators further charge and show, that the said bond was delivered to the said Thomas Doyle the elder, for safe keeping, for the benefit of said son; but that he afterwards, and before the date of the said conveyance from William Jones, in behalf of the said firm, to the said Thomas Doyle the younger, had sold and disposed of the land due by that bond, to one Samuel C. Vance, by a sale and conveyance which also bound him, and which would bind his estate, into whose ever hands the same might come, by descent or devisee. On this sale the said Thomas received a large sum of money, for which he was justly debtor to his said son, or so considered himself; and on that account, and with a view to indemnify his said son, he procured the said conveyance of lot 86 to be made to his son. About the same time, the said Thomas conveyed other lots in Cincinnati to his said son; whether with the same view, or with what views, your orators are ignorant. Your orators are advised, and believe, at the time the money received by Thomas Doyle the father, for the said 250 acres of land, it was more than the fair value of lot 86, together with the fair value of any other lot so conveyed to the son, and of every thing the son ever received by way or under color or pretence of a recompense for the same. But, however this may be, your orators expressly charge that lot 86 was purchased by the said Thomas the father, and directed to be conveyed to his said son, with the express view, and so declared to all present or concerned, and made generall known as an indemnity, or part indemnity, to him, for the value of the said 250 acres of land. At this time the said Thomas the father was indebted, though not insolvent; and the money he received for the said land enabled him to pay off more of his debts than all the said lots, or especially lot 86, would have done; so that no creditors could complain. Your orators further show, that to such an investment made by his father, even of his own funds, in favor of his said son, under the circumstances, the son would hold as against even a creditor, as they are advised. They further charge that Cincinnati, at that time, contained but few, perhaps not more than one hundred inhabitants, exclusive of the garrison; and that whatever concerned the families of the officers, their property, and other concerns, were of universal notoriety; and as such, the claims of Thomas Doyle the younger to lot 86 was universally known. Your orators further shew, that after the making of the said voluntary bond, the said Bradshaw having some estate besides the said 250 acres of land, devised the whole,

both real and personal, to Thomas Doyle the father; by which a further fund for his support, and for the use of his creditors, came to his hands, and of which the latter must have had the fruits. This estate was, at law, bound for the 250 acres of land, and in fact exceeded it in value. It would have been bound to Thomas the younger, if he had obtained to full age, and ratified his father's sale to Vance; or, if attaining to full age, he had claimed the land from Vance, then the estate of Bradshaw in the hands of Doyle the father, as devisee, would have been liable to Vance. The estate proper of Doyle the father, so chargeable, descended to Doyle the son, and from him to said Belinda; and in this situation your orator, Thomas S. Hinde, who is in right of his said wife, might perhaps have claimed the said 250 acres of land from Vance, as heir at law to Thomas Doyle the younger, thought it best and most due, from the relation in which he stood to all, to confirm the sale to Vance, which he did, and to hold instead thereof what was conveyed to the son, for and as an indemnity for the value thereof. Your orators further shew, that some time after taking possession of lot 86, by the father, for the son, sundry lots of ground in Cincinnati were sold, on sundry executions, as the property of Doyle the father; some of which, they were informed, the defendant Vattier became the purchaser. But your orators expressly charge, that although the said defendant, Vattier, gave out in speeches that among others he was a purchaser at a judicial sale of lot 86, as the property of Thomas Doyle the father—which fact neither was nor could be the case—that your orators have no knowledge of his having taken possession, or ever attempting to take possession, under such sale; but they have been informed, and believe, and so charge the fact to be, that said premises remained open, and until taken possession of by the complainant, T. S. Hinde, and generally reported to be the sole property of Thomas Doyle the younger; that said defendant, Garrison, had owned, and residing on the premises, as they are informed, in a log house, until September, 1799, when possession thereof had been passed to Thomas Doyle the elder, for the benefit of Thomas Doyle the younger, and remained an open and unimproved lot until about the year 1814, when the complainant, the said Thomas S. Hinde, took peaceable possession thereof, and placed a tenant thereon, in temporary tenement, being the only improvement placed on the premises; that said lot was generall reported, and well understood by all the old inhabitants of Cincinnati, to be the property of Thomas Doyle the younger; that the possession of the property aforesaid, from Garrison to Jones, and from Jones to Doyle the elder, for the benefit of Doyle the younger, has been regular, until your orator, Thomas S. Hinde, was forcibly dispossessed. Your orators thereupon suggest, and charged, that the legal estate at the time, if not in Thomas Doyle the younger, or the Jones', was in Garrison, and not in Thomas Doyle the elder, who could not at most have but an equity, and by the laws then in force an equity could not be sold in execution. In fact, the said lot No. 86 was not so sold; but the said Vattier, erroneously *c*nsiding himself a purchaser, examined into the title, and thereby, if he was not before, became fully apprized of the claim of Thomas Doyle the son, to the said lot. He found on record the deed from William Jones, for himself and his said firm, to Thomas Doyle the younger, for that lot; which deed recites the one from Garrison to Jones, which is lost: this, and other facts, admonished him of that claim. Whereupon, and to fortify his claim, he produced—whether regularly or irregularly your orators are advised not—to take testimony, and to record the same

399

in *perpetuam in memoriam*, to prove that the condition for the conveyance from Jones to Doyle the younger, moved from Doyle the elder, on an *an* exchange of property; and having so done, he boasted and gave out in speeches that he had thereby cured the defect in the title springing from the claim of Thomas Doyle the younger.

Some time after, and perhaps about the year 1807, the defendant, Vattier, being largely indebted to the defendant James Findlay, by judgment, in order to satisfy or compensate him, and in some way or other, in effecting a compromise, transferred to the said Findlay sundry lands and lots; and both parties supposed lot 86 to be among them. Findlay so considered it; and at the time, was under a mistaken belief that Vattier exercised an ownership on said lot, in some way. It is possible the origin of this mistake was this: Several years after the before mentioned sale by the proprietor, to Garrison, and after the conveyance of the lots aforesaid, including lot 86, from the proprietor to Garrison was on record, lot 86 was sold on execution as the property of Symmes the proprietor; Vattier became the purchaser; and under this purchase, Findlay may have supposed he had a claim. On this arrangement, it is believed that nothing was paid by Findlay; and his money relations were not, nor are charged with Vattier.

In the year 1815, *one year* after possession was taken by Thomas S. Hinde, and a tenant placed thereon by him, the defendant James Findlay investigated the title to lot 86, and found that there was a total mistake in his pretensions under Vattier; that the legal title never had been in Doyle the father; and that Vattier held not under such judicious sale as he had supposed, but only under that above mentioned. He went to the proper office, and had the same examined by Thomas Henderson, the recorder. He found that the deed from Garrison to the Jones' was not of record; but the recorder shewed him the record of the deed from William Jones to young Doyle, reciting one from Garrison to them; and the recorder thereupon informed him fully of the whole history of the claim.

By this examination, the defendant, Findlay, discovered that neither he nor Vattier he the shadow of a claim to lot 86, either in law or in equity, and yet he tempted the officer, Henderson, with the offer of a large *do*ceur, to be paid either in property or in money, if he would go to Garrison, and procure from him a conveyance or relinquishment of the legal title. He had by this time learned, that the deed from Garrison to the Jones's was lost, or could not be found; and he, as well as all the other defendants, *knew* well, *long* before they each became interested, that the said Belinda was the half sister of Thomas Doyle the younger; that she was the wife of the said Thomas S. Hinde, who was a person well known in Cincinnati, and in the State at large, and was then clerk of the United States' circuit court at Chillicothe, where he could have been consulted, at the mere expense of postage. The recorder, Henderson, could not be purchased by the proposed *duceur;* and the defendant, Findlay, thereupon hastily went to Garrison, whom he beguiled into the belief that he, Findlay, had a fair and equitable claim, and persuaded him to relinquish to him the legal title, in order to carry into execution, what he was led to believe would be nothing but just. At this time, (1815,) property in the western country, particularly in Cincinnati, was high, at least as high as now. Lot 86 was then, and now is worth, perhaps, $30,000; yet Garrison parted with the legal title on the following terms: He conveyed to Findlay the whole lot 86; that is his claim merely, without warranting, or any responsibility whatever, by

such a deed as is usually in this country called a *quit claim*. Findlay paid Garrison $700 or thereabouts, and, by a similar deed, conveyed back to Garrison, the son of the said Abraham, 23 feet in front, and through the said lot, holding 77 feet for the said $700. This was the whole arrangement. The parts conveyed, and retained and described, the first in the deed from Findlay to young Garrison, and the second in the deed from Findlay to Vattier, accompanying their answers to the origin bill in this cause, to which, for the purpose of certainty, reference is here again made: the 23 feet front lays on the south side of the lot, and was conveyed by young Garrison to the defendant, Dennison, and by him to the defendant, Ely, who, on the 7th of December, 1816, sold, and by deed conveyed the same to the defendant, Ritchey, for $2,100; and your orators charge that each of those defendants had notice of the claim of Doyle the younger, or of their complainants, Hinde and wife, before perfecting his purchase, and so purchased the legal title in fraud; and that Charles Fox of Cincinnati, Ohio, a citizen thereof, and resident therein, whom your orators pray may be made defendant to this their bill, first acting as attorney, and then in his individual capacity, with full knowledge of your orator's right and claim to said lot 86, and the pendency of a suit therefor in this honorable court, and actual possession of the premises, purchased a judgment against the defendant, Robert Ritchey, (whose possession had been yielded,) at a discount, as your orators are informed, of more than two-thirds of the amount due thereon, under which he has issued, and execution and sold said 23 feet, part of said lot 86, held, as aforesaid, by the defendant, Robert Ritchey, and has became the purchaser thereof himself, and taken the sheriff's deed therefor; and, having thus possessed himself of the claim aforesaid, has instituted a summary proceedings against your orator's tenant, to obtain the possession of the 23 feet aforesaid, and the tenements thereon. Your orators further show, that, on the day of April, 1818, another arrangement took place between the defendants, Findlay and Vattier, about their own private business, part of which resulted in an arrangement or agreement, that Findlay should reconvey such title as he had in the remaining part (the north side) of said lot 86, to Charles Vattier, which he accordingly did, by just such a deed as he had derived from Garrison, called a quit claim, he, the said Findlay, being in nowise responsible. This was not a purchase, as your orators are informed, and believe, but a reversion of their former arrangement for so much. At this time, Vattier was expressly informed by Findlay, of all that Findlay had learned; and was, moreover, told what passed between Findlay and Garrison, when the deed from Garrison to Findlay was procured. Vattier being restored to whatever claim he may have supposed himself to possess, as far as the 76 or 77 feet was concerned, fortified by the deed from Garrison to Findlay, and from the letter to him on the 2d day of November, 1818, sold the same to the defendant, William Lytle, for $15,000; and gave him therefor a conveyance, with general warranting, between 1815, the time of Findlay's dealing with Garrison, and whose quit claimed he had then purchased for this very property, for $700; and the time of his said sale to Lytle, of the same property, for $15,000, no increase of value had attached by improvements, nor was there a rise in the market, for property generally in the town, as far as your orators believe, at that time. The only difference consisted in this; the one was not considered by the parties as the purchase of a title, and the other was.

400

To the original bill, Lytle answered, in substance, that he was an innocent purchaser; the fact was, and so your orators charge the truth to be, that Lytle never paid one cent of the purchase money to Vattier, but had, on receiving the conveyance, executed a mortgage on the premises to secure the same, which was unknown, in fact, to your orator, Thomas S. Hinde, when the original bill was filed; so that the said Lytle could not be an innocent purchaser, inasmuch as he had not then, nor ever did pay for the property. Long after the filing of the original bill, and pending the same, your orator, Thomas S. Hinde, received from the post office in Cynthiana, a letter from the defendant, Lytle, dated January 16, 1819, which is hereunto annexed, and marked Exhibit, No. 1. By this letter, the said Lytle acknowledges notice of your orator's claim, and, also, that, although he had forgotten it and bought of Vattier, yet he had paid nothing; and expressed a wish that he might purchase of your orator, Thomas, upon the same terms, as he had a desire to improve; accordingly, a conditional agreement was entered into between the defendant, Lytle, and complainant, Thomas, on the 8th of Februury, 1819, which has since been annulled, but is hereto annexed, and endorsed "Exhibit, No. 2." After this, and pending this suit, and before the final decree which was made in this cause in the summer term, 1824, which was appealed from, and has been reversed, but after the opinion of this court had been expressed on the merit, on solemn arguments, the defendant, Lytle, being satisfied that your orators must recover, and feeling himself unable to pay for the property, wrote and executed, voluntarily, the letter of attorney, which is also hereto annexed, and endorsed "Exhibit, No. 3;" in pursuance of which the said agreement was cancelled, and the possession rejected to your orator, Thomas, peaceably, which he has ever since held; and your orator charges that *that* the appeal carried on in the name of the said Lytle, so far as he was concerned, was not with his privity, as the complainant, Thomas, has reason to believe. Pending this suit, also, the said defendant, Lytle, having paid nothing to the defendant, Vattier, cancelled with him their whole agreement; Lytle reconveyed to Vattier, and the latter requested the debt due on the mortgage, whereby, as to the said 76 or 77 feet, the said Vattier stands precisely as he would have stood, if he never had sold to Lytle; yet the said defendant, Vattier, claims, and gives out in speeches, that he is now seized of a good title under Lytle, who, as he discloses, had been a bona fide purchase of the legal title discharged of your orator's equity. On the reconveyance by Lytle to Vattier, the latter instituted an ejectment in this court against your orator, Thomas, and, at the late term thereof, recovered judgment, and threatens that he will dispossess your orator, which is against equity. In tender consideration of the premises, and inasmuch as your orators are advised that they are remediless, except in equity, they pray process against the said defendants to the original bill, and also the said Abraham Garrison and Charles Fox; and that they, and each of them, do come here, and answer this bill; that the defendant, Garrison, as well the original, as this amended supplemental bill, and bill of revivor; that they, and the defendant, Fox, prayed also to be made a defendant, respectively answer, on oath, as fully and particularly, as if particularly interrogated. But, more especially, that the defendant, Lytle and Vattier, answer and declare, as follows: 1. Was any part of the purchase money ever paid by Lytle to Vattier? If any part, what part? When, and where paid; and what, and how paid? 2. Was not their second agreement, whereby Lytle reconveyed, a mere rescession of their

agreement, if sold and purchased? Was any thing given or done, besides, on either side? If any thing, what was given; when, and how? 3. If any part of the purchase money was ever paid by Lytle, then state, most particularly, how much, if any, *any* was paid before, or at the time of filing the original bill? 4. Was not the mortgage on record, Lytle to Vattier, given for the purchase money? That the said Vattier may, more especially, answer and say: 1. Whether, long before the purchase made of Findlay, if the legal title from Garrison, he had not heard, or become acquainted with the claim of Thomas Doyle the younger? 2. Had he not, before he or the said Findlay for him, dispossessed by force the complainant's tenant on lot 86, seen, heard, or himself read, or heard spoken of, the record of the deed made by William Jones to Young Doyle, reciting a conveyance from Garrison to Jones? 3. Was, or was it not he, the said Vattier, who cause to be taken and put on record, testimony to prove that Doyle, the father, had paid for lot 86; and did he not do this to remain as evidence, to defeat any future claim of young Doyle, or his heirs? 4. When did he take this testimony? Who advised it? Was any attorney, or counsellor, or other agent employed? 5. When he took a reconveyance of the north side from Findlay, on what terms was this done? Was this a purchase; and, if so, state, particuiarly, what were the very terms of this purchase? 6. After taking the above testimony, and putting it on record, did he not speak of it as a means by which he had cured young Doyle's title, or his title from that defect, or words to that effect? 7. At the time of receiving the conveyance from Findlay, did not Findlay tell him what had passed between him and Garrison? Did he not inform him what he had paid Garrison, and the reason of his going to Garrison for a quit claim? If so, state the whole matter: 8. What was the reason that he was content to take a mere quit claim from Findlay? That the defendant, Findlay, do answer particularly, 1. Whether he did not, before he applied to Garrison, either see, or had read to him, the record of the deed, Jones's to Doyle; and whether he did not observe, heard, and noticed the recital therein, of a deed from Garrison to Jones? 2. Whether the recorder did not give him further, and other information, respecting the claim of young Doyle? 3. Did not the recorder inform him that he had reproved Garrison for thinking of making another sale; or what did he tell him? 4. Did he not himself endeavour, for some reward, and, if so, for what reward to him, the recorder, to procure for him the quit claim, or confirmation, from Garrison; and, if so, what was the reply? 5. For what consideration did he reconvey the north part to Vattier? He will please to state the precise terms and nature of this transaction. 6. What was the nature of the first contract, by which he acquired the claim of Vattier? Set forth this transaction, particularly, and fully. 7. In 1815, what, in his opinion, was the fair value of the 76 or 77 feet of lot 86, which he gave to Vattier? And your orators further pray, that the said defendant, Charles Fox, may, very particularly, set forth and say, whether or not he had made the purchase aforesaid, under, and by virtue of a judgment and execution against the defendant, Ritchey, and took the sheriff's deed therefor? 2. Whether or not he purchased the judgment at a discount, and what was that discount? 3. Whether or not he had knowledge of the claim set up by your orators, at the time of the purchase of the judgment aforesaid, and also at the time of the levy and sale of the sheriff aforesaid. 4. Whether your orator, Thomas S. Hinde, was not in the actual possession of the 23 feet of lot 86 by his tenant; and holding the same by virtue of a decree of this honorable court, and a

conveyance made under it, at the time, when he, the said Fox, caused the levy and sale aforesaid, and deed aforesaid, of the sheriff to be made to him. 5. And that he answered and set forth the time, when the sale aforesaid, and deed aforesaid, was made to him. 6. Was he not fully apprized at the time of his purchase aforesaid, that the title of his co-defendant, Ritchey, was in litigation in this honorable court; your orators therefore pray that the said defendant, Charles Fox, until a hearing in equity before this honorable court, be enjoined from further proceedings at law against your orators or their tenants in possession, in relation to the said twenty-three feet of said lot 86. Your orators further pray, that the defendant, Charles Vattier, until a hearing in equity, before this honorable court, may be enjoined from further proceedings, on the said judgment in ejectment, on terms of a waiver of a writ of error, to the said judgment by the complainant Thomas S. Hinde, and of a release of errors, &c.; and they pray, that the defendants, Fox, Ritchey and Vattier, may be decreed, each, to convey according to their respective claims, to the complainants, according to their rights, and such general relief, as to the court shall seem fit, and as in duty bound they will pray, &c.

PHILIP DODDRIDGE,
Solicitor for complainants.

STATE OF KENTUCKY, *Campbell County, ss.*

Thomas S. Hinde, one of the complainants in the aforegoing amended supplemental bill, and bill of revivor, came before the subscriber, one of the justices of the peace, for the county and State aforesaid, and made oath, that the facts stated in the same, and in the bill to which the same is an amendment, so far as stated from his own knowledge, are true, and those stated from information, he believes to be true. He, at the same time, further maketh oath, that he hath not now, or ever had in his possession or power, the deed charged as lost from Garrison to the Jones' *ever* does he know, or ever did, where the same is, or what has become of it. He has not been able to discover it among such of the papers of Thomas Doyle, the elder, as have ever came to his knowledge, possession, or power, or otherwise.

Given under my hand and seal, this 2d day of October, 1828.

SAMUEL WINSTON, J. P. C. C. [SEAL.]

STATE OF KENTUCKY, *Campbell County, sct.*

I, George Gordon, jr., deputy for James Taylor, clerk of the county court for the county aforesaid, do certify that Samuel Winston, Esq., whose signature and certificate appear above, is, and was at the time of signing the same, an acting justice of the peace, in and for said county, duly commissioned and *and* qualified, and that full faith and credit is and ought to be given to all his official acts as such, as well within courts of justice as thereout.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said county, this 3d day of October, 1828, and in the 37th year of the Commonwealth.

[L. S.]

GEORGE GORDON, JR., D. C.
for JAMES TAYLOR, C. C. C. C.

Exhibit, No. 1.

CINCINNATI, *January* 16, 1819.

DEAR SIR: I some time ago bought of Charles Vattier 76 feet 5 inches of ground on Main street, it being off the north side of lot No. 86, without

knowing that there was any dispute about it, for I took the precaution to ask Messrs. Burnet, Stone, Findlay and Gazley, and was informed Vattier's title was a good one. I had not taken the deed many days, before I heard that Vattier and others were sued for the property by you. Now, sir, as I want to improve, and as I still hold the price of the lot in my own hands, it is immaterial to me which of you I pay for it. I have given a high price; to wit, $200 per foot, payable in five years, with interest. Now, sir, if you will give me a written authority to go on to improve, and take the same payments that I am bound for to Vattier, provided you recover the property, and become able to make me an indisputable title, I can, on the receipt of such an instrument of writing from you, as will justify me therein, go to work. Your answer to this business by return of mail, will oblige your friend and humble servant,

WILLIAM LYTLE.

N. B. Although you had informed me of your intentions to bring a a suit for this property some one, two or three years ago, I did not know or recollect at the time of my purchase of Vattier, that this lot was a part of that property, or I certainly should not have purchased, as I have ever been much averse to law suits.

W. L.

Exhibit No. 2.

CINCINNATI, *February* 8, 1819.

Having purchased of Charles Vattier seventy-six feet five inches of front on Main street, and running back two hundred and one feet one inch, off the north part of lot 86, for the sum of two hundred dollars per foot front, or fifteen thousand two hundred and eighty-three dollars 33⅓ cents, in five years, with interest. But finding a short time after making said purchase, that Thomas S. Hinde had brought a suit against the said Vattier for said property, and in order that I may be secured against any loss of improvement on said lot, I do hereby agree to pay the said Thomos S. Hinde the same price, I was to allow Vattier, in five years from this date, with interest; in case the recovery against the said Vattier.

And the said Hinde, on his part, agrees, that himself and wife will make me a clear and general warranty deed to said lot, on the said payment being made.

Given under our hands and seals, this 8th day of Feb. 1819.

Teste: JACOB MOORE. [SEAL.]

his
THOMAS ⋊ STETT, [SEAL.]
Mark.

Exhibit No. 3.

I hereby authorize Timothy Kirby to cancel and relinquish the agreement betweent Thomas S. Hinde and myself, relative to lot No. 86, in Cincinnati, and to relinquish and give up the possession thereof unto the said Thomas S. Hinde, reserving the shops thereon to the owners, or those who put them on the lot. Witness my hand and seal, at Cincinnati, this 21st day of April, 1824.

WILLIAM LYTLE. [SEAL.]

And, thereupor the following writ of subpœna was issued, to wit:

THE UNITED STATES OF AMERICA, *District of Ohio, set—To the Marshal of said district, greeting:*

We command you to summon James Findlay, William Lytle, Charles Vattier, Robert Ritchey, Charles Fox, George Ely, William Dennison, and Abraham Garrison, citizens of and residents in the State of Ohio, if they be found in your bailiwick, to appear before the judges of the circuit court of the United States for the 7th circuit district of Ohio aforesaid, at Columbus, on the 4th Monday in the month of December next, to answer Thomas S. Hinde, James B Hinde, Martha H. Hinde and John M. Hinde, the said James B., Martha H. and John M., children and heirs at law of Belinda Hinde, deceased, infants under the age of 21 years, by Thomas S. Hinde, their next friend, citizens and residents in the State of Kentucky, of certain amended bill and bill of revivor, in chancery; and this you shall in no wise omit, under the penalty of the law, and have then there this writ.

Witness, the honorable John Marshall, chief justice of the United States, this 6th day of October, 1828, and in the 53d year of the independence of the United States of America.

Attest: WILLIAM KEY BOND, *Clerk.* [L. S.]

And afterwards, to wit: at the term to which the aforegoing writ was in form aforesaid, made returnable, to wit: the term of December, in the year of our Lord, one thousand eight hundred and twenty-eight, came the marshal and made return of the said writ, with the following endorsements thereon, to wit:

We acknowledge service of this subpœna in chancery, for Charles Vattier, this 23d December, 1828.

CASWELL & STARR, *Attorneys for C. Vattier.*

I have served the within notice on James Findlay, by copy, and copy of the bill, &c., also on William Lytle, Charles Fox and Robert Ritchey, by copy hereof delivered to each; and on Charles Vattier, by copy, delivered to Caswell and Starr, his attorneys, and taking their acknowledgment hereon. The other defendants not found.

WILLIAM DOHERTY, *Marshal.*

The respondent, Robert Ritchey, by his solicitor, and on a statement of facts now filed, gave notice, that so soon as he could be heard, he should move the court for a rule on the complainants, to show cause why said respondent should not be restored to the possession of so much of in lot No. 86, in the city of Cincinnati, as was taken from him under the decree of this court, in the cause aforesaid, said decree having been since reversed in the Supreme Court of the United States, as by the mandate aforesaid appears; which statement of facts are in the words and figures following, to wit:

Seventh Circuit Court of the United States for the District of Ohio.

THOMAS S. HINDE, and BELINDA, his wife, citizens of Kentucky, *vs.* JAMES FINDLAY, WILLIAM LYTLE, ROBERT RITCHEY, et als., citizens of Ohio. } *In chancery.*

Decree rendered against the defendants at the July term of the above court in the year eighteen hundred and twenty four.

Thomas S. Hinde, the surviving complainant in this cause, is hereby notified that the decree rendered in the above cause has been reversed and set

aside by the Supreme Court of the United States at its last session held at Washington city; and that, inasmuch as peaceable possession was surrendered by the defendant, Robert Ritchie, to said complainants, on or about the 30th day of November, in the year eighteen hundred and twenty-four, in obedience to said decree, of a part of lot numbered on the general plat of the city of Cincinnati, eighty-six, being about twenty-three feet front of said lot, on Main street, in said city, and running the same width back on the south side of said lot to the east line thereof, the possession of which ought now to be restored, application will be made by said defendant, Robert Ritchie, to the judges of the said circuit court of the United States, at their next session, to be holden at Columbus, in and for said Ohio district, on the second Monday in July next, or as soon thereafter as a motion for that purpose can be heard, to obtain an order of said court for the restoration of the possession of said premises, above described, to said Robert Ritchey; and, also, for an order that said complainant, Thomas S. Hinde, pay over to said Ritchey the amount of the rents and profits received by said Hinde since the delivering up the possession of said property.

CHARLES FOX,
Attorney for Robt. Ritchey, one of the defendants.

June, 13, 1828.

And afterwards, in the same term of December, to wit, the 29th day of the same month, in the year last aforesaid, this day came the respondent, Robert Ritchey, by Charles Fox, his solicitor, and move the court, pursuant to his notice. And, on consideration, a rule is granted him against the complainants, to shew cause by the third day of the next term of this court why the said respondent should not be restored to the possession of so much of lot No. 86, in the city of Cincinnati, as was taken from him under the decree of this court, in the cause aforesaid, said decree having been since reversed by the Supreme Court of the United States, as by the mandate from said Supreme Court appears. Mr. Benham, as attorney for the complainants, now appears in this court, and acknowledges service of the said rule. On motion of the complainants, by their solicitor, it is ordered that the defendants, James Findlay, William Lytle, Robert Ritchey, Charles Fox, William Dennison, George Ely, and Abraham Garrison, be, and they are restrained and enjoined until the next term of this court, from any and all legal steps or other measures to oust the complainants, or either of them, from the possession of the premises in the said bill mentioned, on condition that said complainants give bond and security in the penalty of five hundred dollars, conditioned as the law directs. Whereupon, the said Thomas S. Hinde, with D. Collins, as security, came personally into court, and entered into bond, conditioned as aforesaid, which was accepted and approved of by the court; which said bond is in the words and figures following, to wit:

Know all men by these presents, that we, Thomas S. Hinde and David Collins are held and firmly bound unto James Findlay, William Lytle, Robert Ritchey, Charles Fox, William Dennison, George Ely and Abraham Garrison, in the sum of five hundred dollars, lawful money of the United States, to be paid to the said obligees, their heirs, executors, administrators, or assigns; for the payment whereof we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 31st day of December, in the year of our Lord

403

1828. Whereas at the present term of the United States' circuit court for the Ohio district, Thomas S. Hinde, James B. Hinde, Martha H. Hinde, and John M. Hinde, obtained an order of said court, on a bill for that purpose filed, restraining, until the next term of this court, the aforesaid obligees from any and all legal or other steps or measures to oust the said complainants, or either of them, from the possession of certain premises in the said bill mentioned; which said order was granted by the said court upon condition that the complainants give bond and security in the penalty of five hundred dollars, conditioned as the law directs. Pursuant to which said order the said David Collins has been offered and duly approved as such security. All which will appear on reference to the records of the said court: Now therefore, the condition of the foregoing obligation is such, that if upon the hearing of the said bill the said injunction shall be dissolved, or if at the next term of this court the said injunction shall not be renewed, and afterwards finally perpetuated, then, and in that case, or in either of said events, if the said complainants shall faithfully pay to the aforesaid obligees any and all cost, condemnation money, or damages, which the said obligees, or either of them, their or either of their heirs, executors, or administrators be entitled to, or shall recover or have adjudged and decreed to them, or either of them, then the said obligation to be void, otherwise to remain and be in full force and virtue in law.

THOS. S. HINDE, [SEAL.]
DAV. COLLINS. [SEAL.]

Signed, sealed, and delivered, in the presence of
WILLIAM KEY BOND.

And afterwards, to wit, at the July term of said court in the year of our Lord one thousand eight hundred and twenty-nine, the respondents, William Dennison, Abraham Garrison, jr., and George Ely, filed their separate answers as follows, to wit:

Exhibit—Wm. Dennison's answer.

Seventh Circuit Court of the United States in and for the district of Ohio.

JAMES FINDLAY, WILLIAM LYTLE, CHARLES VATTIER, WILLIAM DENNISON, GEORGE ELY, ROBERT RITCHEY, and ABRAHAM GARRISON, *ads.* THOMAS S. HINDE, JAMES B. HINDE, MARTHA H. HINDE, and JOHN M. HINDE. } *In chancery.*

The separate answer of William Dennison to the original bill of complaint of Thomas S. Hinde and Belinda Hinde his wife, and to the bill of revivor, amended and supplemental bill, filed by said Thomas S. Hinde and Martha H. Hinde, James B. Hinde, and John M. Hinde, children and heirs at law of Belinda Hinde, who sue by Thomas S. Hinde, their next friend, filed against this defendant, James Findlay, William Lytle, Charles Vattier, George Ely, and others.

This defendant, saving to himself all manner of exception and advantage to the many errors, untruths, uncertainties, and defects in said bill contained, for answer thereto, or unto so much as he is advised is material for him to answer unto, he answereth and saith, that, on the second day of March,

in the year eighteen hundred and sixteen, he purchased of one Abraham Garrison, junior, who was then in the possession of said lot a part of said lot numbered on the general plat of the city of Cincinnati, eighty-six, and which part measured twenty three feet in front, on the east side of Main street, in said city of Cincinnati, and extends back eastwardly, at right angles with said Main street, about two hundred feet to the east line of said lot, and is the south part of said lot, for the sum of two thousand four hundred dollars, and this defendant, on the same day, paid to the said Abraham Garrison, junior, in cash, the said sum of twenty-four hundred dollars, and received from said Garrison a deed in fee simple for said twenty-three feet aforesaid: a copy of which deed is attached to, and prayed to be considered as a part of this answer, and the original, which is ready to be shewn and produced to this court. And this defendant states, that at the time of said purchase, the said Abraham Garrison, junior, represented himself as the legal owner of said lot, and seized in fee simple thereof, and your orator did verily believe said Garrison to be the legal owner of said lot. This defendant further states, that, at the time he purchased said lot, and at the time he paid the purchase money aforesaid, and at the time he received his deed as aforesaid for said part of said lot eighty-six, he had no notice that the said Thomas S. Hinde or Belinda his wife, in their own individual right, or as heir or heiress of Thomas Doyle, junior, deceased, or in any other way or manner held or claimed any right, title, or interest, either legal or equitable, in or to said lot eighty-six, or any part thereof.

This defendant further states, that, at the time of his purchase, and payment of the purchase money aforesaid, and at the time of receiving his deed aforesaid, and before those several times, he had no notice that Abraham Garrison, junior, had, on the tenth day of September, in the year seventeen hundred and ninety-nine, or at any other time, sold, or contracted to sell to the said William and Michael Jones, or to any other person for them, the said lot eighty-six, or any part thereof, or that he had made to them, or either of them, any deed therefor, or any part thereof. He had no knowledge that said William and Michael Jones, or either of them, had ever sold, contracted to sell, or deeded to said Thomas Doyle, senior, or Thomas Doyle, junior, said lot eighty-six, or any part thereof; neither did he know that said Doyles, or either of them, ever held or pretended to claim any interest or title in said lot, or any part thereof. He did not know that said Doyles, or either of them, were ever in possession of said lot, or any part thereof; nor had he ever heard that either said Thomas Doyle the elder, Thomas Doyle the younger, or William or Michael Jones had ever claimed, or that said Belinda Hinde had ever claimed any interest or title in said lot eighty-six. He did not know, neither had he ever heard that said Thomas S. Hinde had ever been in possession of any part thereof, either by himself or tenant, or that they, or either of them, had been violently dispossessed thereof. He did not know, and had not heard that any deed was on record from William Jones, for himself and his said firm, to Thomas Doyle the younger, as is mentioned in complainants' bill; nor had he heard, nor did he know that any evidence had ever been taken either by Charles Vattier or any other person to show the consideration for such conveyance came from Doyle the elder, or for any purpose. This defendant knows nothing about any dealings which have taken place between said James Findlay, or Charles Vattier in relation to said lot. He knows nothing about any attempt on the part of said Findlay to bribe or purchase the interest of Thomas Hender-

404

son, the recorder, to obtain any title to said lot. He knows nothing about the means used by said James Findlay to obtain the title to said lot from Garrison the elder, or what consideration he paid therefor. And this defendant in further answering, states, that the said sum of twenty-four hundred dollars, so paid by this defendant to said Abraham Garrison, junior, for said lot, was the full value of said lot at the time of said purchase; and that this defendant purchased it honestly and without any suspicion that said Garrison was not the equitable as well as legal owner of said lot. This defendant therefore insists he is an innocent purchaser, for a valuable consideration, without notice of said part of said lot so described as aforesaid, and that said complainants have no equitable right to relief as against this defendant. This defendant, in further answering, states, that he does not know that said Belinda Hinde was the half sister or heir at law of said Thomas Doyle, junior, neither does he know that said Belinda was the legitimate daughter of said James Bradford, or that Margaret, the mother of said Belinda, was ever legally married to the said James Bradford, or that, after the death of said James Bradford, said Margaret intermarried with Thomas Doyle the elder; neither does he know that said Thomas Doyle the younger, is dead, neither does he now know that said Thomas Doyle the younger, or said Belinda Hinde, or the present complainants ever had, or now have any interest in and to said lot eighty-six, and therefore requires the complainants to prove all of these matters as alleged in his bill. This defendant, in further answering, states, that from the time of his purchase until the 18th day of September, in the year eighteen hundred and sixteen, he continued to own said part of said lot eighty six, so purchased as aforesaid; on which day he sold and conveyed the same to George Ely, a co-defendant, for the sum of twenty-three hundred dollars; which sum said Ely paid to this defendant. And this defendant believes said Ely, at the time of his purchase, and, at the time he paid the purchase money and received a deed therefor, had no notice that said Belinda Hinde had, or pretended to have any claim to, or interest in any part of said lot. This defendant insists that said Thomas S. Hinde has no right to have said original suit, which has become abated, revived in his name, by reason of any thing alleged in his said bill of revivor, amended and supplemental bill. This defendant denies all fraud and combination with which he stands charged, and insists the complainants have shewn no right to any relief against this defendant; and, having answered, he prays to be hence dismissed with his reasonable costs in this behalf most wrongfully sustained.

CHARLES FOX,
Solicitor for defendants.

THE UNITED STATES OF AMERICA, *7th Circuit Court Ohio district, sct.*

Before me, Samuel F. Hunt, master commissioner in chancery, personally appeared William Dennison, the defendant named in the foregoing answer, who being duly sworn, saith, that the facts set forth in the foregoing answer, so far as they are stated to be of his own knowledge, are true, and so far as stated from the information of others, he believes them to be true. And further saith not.

WM. DENNISON.

The foregoing answer of William Dennison, was sworn to according to law, before me, at my office, in Cincinnati, this twentieth day of June, eighteen hundred and twenty-nine.

SAMUEL F. HUNT,
Master Commissioner in Chancery.

This indenture, made the second day of March, in the year of our Lord one thousand eight hundred and sixteen, between Abraham Garrison and Mary his wife, of the county of Dearborn, and Indiana Territory, of the one part, and William Dennison, of the county of Hamilton, and town of Cincinnati, of the other part, witnesseth, that the said Abraham Garrison and Mary his wife, for and in consideration of the sum of twenty-four hundred dollars, current money, to them in hand paid, the receipt whereof is hereby acknowledged, and thereof and therefrom do acquit, release, exonerate, and for ever discharge the said William Dennison, his heirs, executors, and administrators, have granted, bargained, sold, released, remised, and for ever claim quitted, and by these presents do grant, bargain, sell, release, remise, and forever quit claim unto the said party of the second part, William Dennison, his heirs, and assigns for ever, all that certain lot or tract of land, situate in the town of Cincinnati, being twenty-three feet front, on Main street, of the south side of lot numbered on the plan of the town of Cincinnati, eighty-six, and to extend back the same width the whole depth of the lot, and all the estate, right, title, interest, claim, and demand of the said party of the first part, either in law or equity, of, in, and to the said premises hereby granted, and every part thereof, together with all and singular the *the* rights, privileges, and appurtenances to the said premises belonging, or in any wise appertaining, and the rents, issues, and profits thereof: to have and to hold the said premises hereby bargained and sold, or meant or intended so to be, with the appurtenances unto the said William Dennison, to the only proper use, benefit, and behoof of the said William Dennison, his heirs, and assigns forever. And the said Abraham Garrison and Mary his wife, for their heirs, executors, and administrators, do covenant, grant, and agree to and with the said party of the second part, their heirs, executors, administrators, and assigns, that *the* have not done, or suffered any thing whereby the title of the said premises to the said William Dennison is or can be frustrated or annulled. In witness whereof, the said Abraham Garrison and Mary Garrison his wife, who hereby relinquishes her right of dower in the premises, have hereunto set their hands and seals, the day and year first above written.

ABRAHAM GARRISON, JR. [SEAL.]
MARY GARRISON, [SEAL.]

Signed, sealed, and delivered in the presence of
JOHN GARRISON,
JOHN F. LANCASTER.

STATE OF OHIO, *Hamilton county, ss.*

Before me the undersigned, one of the justices of the peace within and for said county, came personally, Abraham Garrison, Jr. and Mary his wife, the within grantors; and the said Mary being examined apart from her husband, agreeable to the act in such case made and provided, acknowledged the above indenture to be their voluntary act and deed, for the uses and purposes therein contained. In testimony whereof, I have hereunto set

405

my hand, and affixed my seal, this second day of March, in the year eighteen hundred and sixteen.

RICHARD ARNOLD, *J. P.* [SEAL.]

STATE OF OHIO, *Hamilton county, ss.*

I, Griffin Yateman, recorder in and for the county aforesaid, do certify that the within deed of conveyance is a true and correct copy taken from the records of said county, word for word, as recorded in book O, page 629. March 21st, 1816. In testimony whereof, I have hereunto subscribed my name, and affixed the seal of office, this 5th day of June, 1829.

GRIFFIN YATEMAN, *Recorder.* [L. S.]

Received 13th March, 1816—recorded 21st, 1816.

To the honorable the Judges of the United States' circuit court in and for the district of Ohio:

The answer of Abraham Garrison, one of the defendants, made to the bill of complaint of Thomas S. Hinde, and Belinda his wife, exhibited in the said court against James Findlay, William Lytle, Robert Ritchey, Charles Vattier, William Dennison, Geo. Ely, this defendant, and Charles Fox, to the amended bill or supplemental bill, and bill of revivor of the said Thomas S. Hinde, and the children, and heirs at law of the said Belinda, against the said defendants, and this respondent, in the said court exhibited.

This defendant, saving and reserving all just exceptions to the said bill of complaint, for answer thereto, or to so much thereof as he is advised is necessary for him to answer, he answereth and saith, that true it is, that, prior to September, 1799, this defendant did have possession of a certain lot of ground in the town, now city of Cincinnati, in the now State of Ohio, the Northwest Territory; built a log house on the premises, and lived thereon, and held possession of the premises until he sold the same to Michael and William Jones; that this defendant had obtained a deed for said lot, being No. 86, and being an in lot in Cincinnati, on Main street. This defendant further nswering, saith, that true it is that he did make a sale of said lot, No. 86[a] to William and Michael Jones, for the price in the said bill mentioned, and that he received payment in money, and Dr. Goforth's bond; that the possession thereof was transferred to said Jones, and by them to Thomas Doyle, as this defendant believes, for the benefit of Thos. Doyle, jr.; that the title, as well as the possession passed as aforesaid, had been invested in this defendant: he admits the obligation and receipt filed in the cause, to be genuine. This respondent, in further answering, saith, that, having obtained a legal title from the proprietor of the town of Cincinnati for said lot No. 86, soon after the execution of the obligation and receipt aforesaid, did execute a deed for said lot to the said Michael and William Jones, which it is said was lost. This defendant also admits the conveyance by him of record, made by this defendant, attorney to the defendant Findlay; and this he was induced to make, because he was led by the said Findlay to believe that he had a fair and equitable claim already, which it would be just and right to confirm. Of all other matters and things in the aforesaid bill charged, this defendant has no knowledge of himself, and therefore can neither admit nor deny the same. This defendant having made a conveyance to the Jones's, by deed, which it is said, is lost, and having subse-

quently given a quit claim deed to Findlay, who, he supposed, had the equitable title, which last conveyance is made without recourse to him, he has no possible interest in the subject, legal or equitable. Wherefore having answered the said bill, he prays to be hence dismissed, with cost, &c.

ABRAHAM GARRISON.

Note—2d page had been inousted in this defendant interlined. 3d page, proprietor of the interlined.

STATE OF ILLINOIS, PIKE COUNTY, ss.

This day personally appeared before me, the undersigned, a justice of the peace for the city and State aforesaid, Abraham Garrison, jr., the defendant in the above answer, who being duly sworn, of lawful age, saith, that the matters and things as set forth in the foregoing answer, so far as *the* come within his own knowledge, are true; and so far as they are set forth from the knowledge or information of others, he believes to be true.

Given under my hand and seal, this 16th day of May, 1829, and year of the State of Illinois.

JOEL MEACHAM, *Jus. Peace.* [L. S.]

STATE OF ILLINOIS, PIKE COUNTY, ss.

I, William Ross, clerk of the circuit court of said county of Pike, do hereby certify that the subscriber, (Joel Meacham,) to the affidavit of Abraham Garrison, was, on the sixteenth day of May, 1829, and now is, an acting justice of the peace, commissioned and qualified within and for the county of Pike aforesaid, and that full faith and credit ought to be given to his official act as such.

Given under my hand and seal of said court at Atlas, this 18th day of May, A. D. 1829.

WM. ROSS, *Clerk.* [L. S.]

Seventh circuit court of the United States in and for the district of Ohio.

GEORGE ELY and others, *ads.* THOMAS S. HINDE and others. } *In Chancery.*

The separate answer of George Ely, one of the defendants to the bill of complaint filed by Thomas S. Hinde, and Belinda Hinde his wife, and to the amended bill, bill of revivor, and supplemental bill of the said Thomas S. Hinde, Martha H. Hinde, James B. Hinde, and John M. Hinde.

This respondent, saving and reserving unto himself all manner of exception and advantage to the many errors, untruths, and uncertainties in said bill contained, for answer thereto, or unto so much thereof as this defendant is advised is material for him to answer unto; he answereth and saith: on the eighteenth day of September, in the year eighteen hundred and sixteen, one William Dennison, a co-defendant, being then seized, or pretending to be seized, in fee simple, of the following described part of in lot numbered on the general plan of the city of Cincinnati, eighty-six, being a strip of twenty-three feet wide, from front to rear, on the south side of said lot, sold and conveyed the same to this defendant by deed, in fee simple, with general covenants, for the sum of twenty-three hundred dollars, which this

406

defendant then paid to the said William Dennison, and which sum was then considered by this defendant to be the full value of said lot. And this defendant, in further answering, states, that, at and before his said purchase, and at and before the payment of his purchase money aforesaid, and at and before the receiving of his said deed, he had no knowledge that the said Belinda Hinde, or the said Thomas S. Hinde, or that Thomas Doyle, jr. or Thomas Doyle, sen , or any other person, except the said William Dennison, had, or pretended to have, any interest, title, claim, or demand in and to said part of lot eighty-six, or any part thereof. He had no knowledge that Abraham Garrison, senior, had, on the tenth day of September, in the year seventeen hundred and ninety-nine, or at any other time, sold, or contracted to sell, or deeded to the said William and Michael Jones, or to any other person for them, the said lot eighty-six, or any part thereof, or that he had made to them, or either of them, any deed therefor or any part thereof. He had no knowledge that the said William and Michael Jones, or either of them, had ever sold, contracted to sell, or deeded to said Thomas Doyle, senior, or Thomas Doyle, junior, said lot eighty-six, or any part thereof; neither did he know that said Doyles or Jones's, or either of them, ever held, or pretended to claim, any interest or title or claim in said lot, or any part thereof. He did not know that said Doyles, or either of them, were ever in possession of said lot, or any part thereof; nor did he know, nor had he ever heard, that either said Thomas S. Hinde, or Belinda his wife, had ever been in possession of any part of said lot either by themselves or tenant; or that they, or either of them, had ever been dispossessed thereof. He did not know, nor had he ever heard, that any deed was on record from William Jones, for himself and his said firm, to Thomas Doyle the younger, as is mentioned in complainants' bill; nor had he heard, nor did he know, that any evidence had ever been taken, either by Charles Vatter, or any other person, to shew the consideration for such conveyance came from Thomas Doyle the elder, or for any other purpose. He knows nothing about any dealings which have taken place between James Findlay or Charles Vattier in relation to said lot, nor of any dealings between Thomas Henderson and said James Findlay. He knows nothing about the means used by said James Findlay to obtain the title to said lot from Garrison the elder, or what consideration he paid therefor. This defendant knows nothing about the relationship of the said complainants with Thomas Doyle the elder or Thomas Doyle the younger, or of the deaths or marriages mentioned and set forth in the complainants' bill, and therefore requires proof thereof. This defendant, in further answering, states, that he continued seized of said part of said lot so purchased until the seventh day of September, in the year eighteen hundred and sixteen; on which day he sold and conveyed the same, by warrantee deed, in fee simple, to Robert Ritchey, a co-defendant, for the sum of twenty-one hundred dollars, without the least idea or suspicion that his title to said lot could be disputed, or that said complainants, or any other person, set up any claim thereto. And this defendant does not believe that said Ritchey, at the time of his receiving his deed from, or at the time he paid the purchase money to this defendant, had any notice that the complainants, or any other person had, or pretended to have, or set up any claim or title to said lot, except this defendant. This defendant, in further answering, states, that he has been informed, and believes that William Dennison, of whom this defendant purchased, purchased the said part of said lot eighty-six of one Abraham Garrison, junior,

for the sum of twenty-four hundred dollars, and received a deed therefor, without any notice either at the time of receiving his deed or paying his purchase money, that the said complainants, or those under whom they claim, or any other person, had, or pretended to have, or set up any interest, claim, or title to said property, or any part thereof; and he believes the said sum of twenty-four hundred dollars, so paid by the said Dennison, was the full value of said part of said lot at the time of said purchase. This defendant therefore insist that he is an innocent purchaser, without notice of the complainants' claim; and that the said William Dennison, under whom this defendant claims, was also an innocent purchaser, without notice or title of the claim of the complainants' to said lot, as he believes. This defendant insists that said complainants have shown no right to the relief prayed for by their said bill. He denies all fraud with which he stands charged; and having answered, he prays to be hence dismissed, with his reasonable costs and charges in this behalf sustained.

GEORGE ELY.

STATE OF OHIO, *Hamilton county, ss.*

Personally appeared before me, Clayton Webb, a justice of the peace in and for said county, George Ely, who being by me sworn, states the facts set forth in the foregoing answer are true, so far as stated from his own knowledge; and so far as stated from information, he believes them to be true. Given under my hand and seal, this 9th day of May, 1829.

CLAYTON WEBB, *J. P.* [SEAL.]

And the respondent, Robert Ritchey, filed his plea as follows, to wit:

Seventh circuit court of the United States in and for the disrict of Ohio.

THOMAS S. HINDE and JAMES B. HINDE, MARTHA H. HINDE, and JOHN M. HINDE, children and heirs at law of Belinda Hinde, late deceased, wife of the said Thomas S. Hinde, who are infants, and sue by the said Thomas, their next friend,

vs.

JAMES FINDLAY, WILLIAM LYTLE, CHARLES VATTIER, ROBERT RITCHEY, WILLIAM DENNISON, et als.

In chancery.

The several plea of Robert Ritchey, one of the defendants named in the bill of complaint exhibited by Thomas S. Hinde and Belinda Hinde his wife, also one of the defendants named in the amended supplemental bill and bill of revivor, exhibited against the said Robert Ritchey and others, by the said Thomas S. Hinde, and the said James B. Hinde, Martha H. Hinde, and John M. Hinde, children and heirs at law of said Belinda Hinde, late deceased, wife of said Thomas S. Hinde, to the said original, amended, supplemental bill and bill of revivor.

This defendant, by protestation, not acknowledging the matters and things in and by the said bills sets forth and alleged to be true, for plea to the whole of said original, amended, and supplemental bill, and bill of revivor, doth plead and say, that heretofore, and before the exhibiting of the said original bill by the said Thomas S. Hinde and Belinda his wife, and in the lifetime of said Belinda, namely, on the fifth day of October, in the year eighteen hundred and fourteen, the said Thomas S. Hinde and Belinda his wife, did,

by a deed duly executed and delivered, grant, bargain, sell, alien, enfeoff, release, and confirm unto one Alexander Cummins, all the right, title, property, claim, and demand, either in law or equity, of the said Thomas S. Hinde and Belinda Hinde, as heirs and representatives of Thomas Doyle, junior, which they, the said Thomas S. Hinde and Belinda his wife, could or might claim by virtue of the laws of the country, to any estate or estates, either real, personal, or mixed, wheresoever the same might be found, as heirs or legal representatives of Thomas Doyle, junior; to have and to hold the same to the said Alexander Cummins, his heirs, and assigns for ever. And this defendant attaches hereto, and makes part of this plea, a certified copy of said deed from the said Thomas S. Hinde and Belinda Hinde his wife, to the said Alexander Cummins. And this defendant avers, that the said Thomas Doyle, junior, in said deed named, and Thomas Doyle the younger, in said original bill named, are one and the same persons, and none other. And this defendant doth therefore plead the matters aforesaid to the said original bill of the said Thomas S. Hinde and Belinda his wife, and also to the amended and supplemental bill and bill of revivor of the said Thomas S. Hinde and James B. Hinde, Martha H. Hinde, and John M. Hinde, children and heirs at law of the said Belinda Hinde, deceased, and to the relief and discovery therein sought; and he humbly prays to be hence dismissed with his reasonable costs in this behalf sustained.

ROBERT RICHEY.

THE UNITED STATES OF AMERICA, *district of Ohio, set.*

On the ninth day of July, in the year eighteen hundred and twenty-nine, personally appeared before me, Samuel F. Hunt, master commissioner in chancery, for the seventh circuit court of the United States, and district of Ohio, Robert Richey, the above defendant, and made oath that the facts set forth in the above plea are true. And further saith not.

ROBERT RICHEY.

In witness whereof, I have hereunto set my hand and seal the day and year above written.

SAMUEL F. HUNT, *M. C. in Chancery.* [SEAL.]

This indenture, made this fifth day of October, in the year of our Lord one thousand eight hundred and fourteen, between Thomas S. Hinde and Belinda Hinde, late Belinda Bradford, heiress and devisee of the late Captain James Bradford, of the United States' army; also heiress and legal representative of Thomas B. Doyle, alias Thomas Doyle, jun. of the United States' navy, who was heir at law of Major Thomas Doyle, and Margaret Doyle, late Margaret Bradford, widow and relict of the said Captain James Bradford, and mother of the said Belinda Hinde, of the town of Chillicothe, and county of Ross, and State of Ohio, of the one part, and Alexander Cummins, of the county and State aforesaid, of the other part, witnesseth, that the said Thomas S. Hinde and Belinda his wife, for and in consideration of five dollars, lawful money of the United States, have bargained and sold, aliened, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm, unto the said Alexander Cummins, all the right, title, property, claim, and demand, either in law or equity, of the said Thomas S Hinde and Belinda Hinde, as heirs and representatives of the said Captain James Bradford and Thomas B. Doyle, alias Thomas Doyle, jun. aforesaid, which they, the said Thomas S. Hinde and Belinda

Hinde, can or may claim by virtue of the laws of the country to any estate or estates, either real, or personal, or mixed, wheresoever the same may be found, as heirs or legal representatives as aforesaid, unto the said Alexander Cummins, his heirs, &c.; to have and to hold the said estate or estates, either real, or personal, or mixed, as aforesaid, hereby granted unto the said Alexander Cummins, his heirs and assigns, to the only proper use, benefit, and behooff of the said Alexander Cummins, his heirs, and assigns for ever. And the said Thomas S. Hinde and Belinda Hinde, for themselves, their heirs, executors, and administrators, doth covenant, promise, and agree to and with the said Alexander Cummins, his heirs, and assigns, by these presents, that they, the said Thomas S. Hinde and Belinda Hinde, and their heirs, the said above described property and estate as aforesaid, being granted, with the appurtenances, unto the said Alexander Cummins, his heirs and assigns, against them, the said Thomas S. Hinde and Belinda Hinde, and their heirs, and against all, and from or under them, or any of them, or any other person whatsoever, will warrant and for ever defend by these presents. In witness whereof, the said Thomas S. Hinde and Belinda Hinde, his wife, hath hereunto set their hands and seals, the day and year first above written.

THOMAS S. HINDE, [SEAL.]
BELINDA HINDE, [SEAL.]

Signed, sealed, and delivered in the presence of us,
JAMES C. STUBBS,
WILLIAM WALLACE.

STATE OF OHIO, *Hamilton county, ss.*

Be it remembered, that on this day of October, Anno Domini one thousand eight hundred and fourteen, personally appeared before me the undersigned, Thomas S. Hinde and Belinda Hinde his wife, the grantors within named, and acknowledged the within to be their free and voluntary act and deed, for the purposes therein expressed; and the said Belinda Hinde being by me examined separate and apart from her said husband, acknowledged the same to be her act and deed, for the *for the* purposes therein expressed, as heir and representative aforesaid, and that she did the same freely and voluntarily, without the threats or persuasion of her said husband; that she relinquished all right and title of dower which she might or could claim to the within mentioned premises, and desired that the same may be recorded. Given under my hand and seal, as justice of the peace for the county aforesaid, this 5th day of October, 1814.

WILLIAM WALLACE. [SEAL.]

STATE OF OHIO, *Hamilton county, ss.*

I, Griffin Yateman, recorder in and for the county of Hamilton aforesaid, do certify that the foregoing deed of conveyance, is a true and correct copy, taken from the records of said county, word for word, as recorded in book O. page 132, on the 17th April, 1815.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of office of Cincinnati, this eighth day of July, Anno Domini 1829.

GRIFFIN YATEMAN, *Recorder.* [L. S.]

And the respondent, Charles Vattier, filed his demurrer, as follows, to wit:

DISTRICT OF OHIO—*Circuit Court of the United States of America, in the Seventh Circuit and District of Ohio.*

CHARLES VATTIER, *et al.* }
ads. }
THOMAS S. HINDE, *et al.* }

And the said defendant, Charles Vattier, not confessing any of the matters and things in the said bill of complaint set forth, but saving to himself the right of traversing the same, this defendant saith, that the matters and things in the said bill of complaint set forth, are altogether insufficient to entitle the said complainants to the discovery and relief prayed for in the said bill; nor is this defendant, by the laws of the land, and the rules and practice of this court, bound to respond and answer the same; but on the contrary, for the uncertainties and insufficiencies in the said bill, this defendant doth demur to the same in law, and for special cause shews to the court the following, to wit: "It appears by the said bill, that the said complainants are endeavoring to amend their original bill, and have filed an amended bill, before the said suit is ordered to stand revived. 2d. The bill is filed as a bill of revivor, and as an amended bill, and also as a supplemental bill. 3d. The said complainants have set forth the matters in said bill, by way of supplemental bill, which have not arisen or transpired, since the filing the original bill. 4th. It does not appear by said bill, that the said Thomas S. Hinde has in his own right any interest in the matters and things mentioned in the said bill, or that he *he* is entitled to have the said suit revived in his name. 5th. It does not appear that Abraham Garrison, who is made to said bill is a resident or citizen of the State of Ohio. 6th. The said bill is argumentative and untechnical, and it is not shown by the said bill, what part thereof is filed or intended as an amended bill, and what part as a supplemental bill. 7th. It does not appear that Belinda Hinde, (under whom some of the complainants claim, and who seek to revive the said bill) died since the said original bill.

CASWELL & STARR,
for Defendant.

And the defendant, Abraham Garrison, having filed his answer denying all interest at law or in equity, the subject matter of the bill, and the amended supplementary bill, and bill of revivor, and the respondents, Ely, Dennison, and Ritchey, having filed their respective answers, claiming that they were purchasers for valuable consideration, without notice of the 23 feet of land in their several answers mentioned, and the complainant admitting that he is unable to affect the said defendants Eli, Dennison, and Richey, with proof of notice, with the complainants' consent, it is decreed and ordered that the said bill and amended bill, as to them, the said Ely, Dennison, and Ritchey, be dismissed; and, on the complainants' motion, the said bill and amended bill, is further dismissed as to the respondent Charles Fox.

And on motion of the complainant, by his solicitor, leave is given him to amend his bill upon the payment of costs, in these words, to wit: "And your orators aver, that since the filing of the original bill in this cause, the said Belinda Hinde, died intestate; that your orators, the said James B. Hinde, Martha H. Hinde, and John M. Hinde, are the children of the said Belinda and Thomas S. Hinde, born in lawful wedlock, and the said Belin-

da's only issue and heirs at law; and that the said Thomas S. Hinde, on the death of the said Belinda, became entitled to an estate for life, in the premises, as tenant by the courtesy " And, on motion of the respondents, by their solicitor, a rule is granted on the complainant, to show cause, at the next term why an attachment shall not issue against him for the non-payment of the costs awarded against him in this cause. And thereupon, came the parties by their solicitor, and the respondent Abraham Garrison, who is, and was at the time of the commencement of this suit, a citizen and resident of the State of Illinois, having filed his answer, this cause was set for hearing, as to said Garrison, upon the bill and answer, and was argued by counsel; upon consideration whereof, with the consent of the complainant, it is ordered that the bill as to the said Garrison, be dismissed, he being a citizen of another State, and having no interest in the subject. And thereupon, this cause came on to be heard on the demurrer of the other defendants to the bill of the complainant, as revived and amended, and was argued by counsel. On consideration, whereof, the court are of the opinion, that the matters of law arising upon the said demurrer are for the complainant; the demurrer of the defendants is, therefore, overruled as such. And it is ordered that the matters thereof, do stand for answer in part. And on the motion of the defendants, by their solicitor, time is given them to file their answers herein, in ninety days. And this cause is continued until the next term.

Exhibit—Wm. Lytle, deed of release to Charles Vattier.

Exhibit used as evidence in this cause, to wit:

Know all men by these presents, that I, William Lytle, of Cincinnati, Hamilton county, and State of Ohio, for divers good causes and considerations, especially, for the purpose of fulfilling a compromise, and for one dollar in cash, received of Charles Vattier of Cincinnati, aforesaid, do, by these presents, release, remise, sell, transfer, quit claim unto the aforesaid Charles Vattier, and his heirs, executors, and assigns, forever, all that certain lot or tract of land lying and being in Cincinnati aforesaid, abutting upon Main street, it being the north part of in lot No. eighty six, as known on the general plan of Cincinnati, as recorded in Hamilton records; being seventy-seven feet front on Main street, by about one hundred and ninety four feet in depth; and is the same, and all the same, and none but the same lot of land heretofore conveyed by Charles Vattier, aforesaid, to me, by deed, dated November 2d, 1818, as the same deed is recorded on Hamilton county records, book S. No. 1, to which reference is hereby made, to have and to hold the aforesaid lot of land, with all the appurtenances, unto the aforesaid Charles Vattier, his heirs, executors, administrators, and assigns, forever, to his and to their sole use, benefit and behoof; and I, the said William Lytle, do, by these presents, hereby, for myself, my heirs, executors, and administrators, expressly release and quit claim unto the aforesaid Charles Vattier, his heirs, executors, administrators, and assigns forever, all claim whatever, of, in, or unto, the aforesaid lot of land, and every part and parcel thereof. In witness whereof, I, the aforesaid William Lytle, together with Margaret Lytle, wife of the aforesaid William, who hereby releases her dower in the premises, have hereunto set our hands and seals, at Cincinnati, aforesaid, this first day of September, A. D. 1824. WM. LYTLE, [L. S.]
M. LYTLE, [L. S.]

Signed, sealed, and delivered, in presence of
GEORGE P. TORRENCE,
SAMUEL FINDLAY.

409

STATE OF OHIO, *Hamilton County, ss.*

Before me, the president judge of the ninth circuit, and for the county aforesaid, personally came William Lytle, and Margaret Lytle, wife of said William, who being by me severally examined, the said Margaret apart from her husband, acknowledge that they severally executed the above deed, of their own free will and accord without fear, duress, or coercion. In witness whereof, I have hereunto set my hand and seal, this 1st of September, A. D. 1824.

GEORGE P. TORRENCE, [L. S.]

Received 2d September, 1824, and recorded in book No. 22, page 212.

GRIFFIN YATEMAN,
Recorder of Hamilton County, Ohio.

Exhibit—Sheriff, deed to Vattier.

To all people, to whom these presents shall come: James Smith, esquire, high sheriff of the county of Hamilton, in the State of Ohio, sendeth greeting: Whereas, by a certain writ of fieri facias, issued out of the court of common pleas for Hamilton county, tested at Cincinnati, the eleventh day of February, in the year of our Lord one thousand eight hundred and one, to the said sheriff directed; he was commanded, that of the goods and chattels, lands and tenements of one Thomas Doyle, late of his county, in his bailiwick, he should cause to be levied, as well a certain debt of forty dollars and fifty-two cents, which Charles Vattier lately in said court recovered against him; which to the said Charles Vattier were adjudged for his damages which he sustained by reason of the detention of that debt, and that he should have those moneys before the judges of our said court at Cincinnati, at a county court of common pleas, there to be held for the said county of Hamilton, on the first Tuesday of May, then next ensuing, to render unto the said Charles Vattier for his debt and damages aforesaid, whereof the said Thomas Doyle is convict, as appears of record, and that he should have then there that writ. And whereas, the said sheriff did, on that day, return to the said judges at Cincinnati, in the county aforesaid, that by virtue of the said writ, to him directed, he had seized, levied upon, and taken in execution, a certain house and lot in the town of Cincinnati, No. 86, which remained in his hands unsold for want of buyers, so that he could not have the moneys in the said writ mentioned, at the day and place therein specified, as by said writ he was commanded; and that the residue of the execution of the said writ contained in a certain schedule or inquisition thereunto annexed; and also, whereas, by another certain writ of fieri facias, issued out of the court of common pleas of Hamilton county, tested at Cincinnati, the eleventh day of February, in the year of our Lord one thousand eight hundred and one, to the said sheriff directed, he was commanded, that of the goods and chattels, lands and tenements, of one Thomas Doyle, late of his county, in his bailiwick, he should cause to be levied, as well a certain debt of fifty dollars and seventy-three cents, which James Conn lately, in said court, recovered against him, which to the said Conn, were adjudged for his damages, which he had sustained by reason of the detention of that debt; and that he should have those moneys before the judges of our said court, at Cincinnati, at a county court of common pleas, there to be held for the said county of Hamilton, on the first Tuesday of May, then next ensuing, to render unto the said James Conn, for his debt and damages aforesaid, whereof

the said Thomas Doyle is convict, as appears of record, and that he should have then there, that writ: And, whereas, the said sheriff did, on that day, return to the said judges at Cincinnati, in the county aforesaid, that by virtue of the said writ to him directed, he had seized, levied upon, and taken on execution a certain house and lot, in the town of Cincinnati, No. 86, which remained in his hands unsold for want of buyers, so that he could not have the moneys in the said writ mentioned, at the day and place therein specified, as by the said writ he was commanded, and that the residue of the execution of the said writ, contained in a certain schedule or inquisition thereunto annexed, by which said schedule or inquisition, it appears on the oaths and affirmations of the inquest therein named, and under their hands and seals, that the rents, issues, and profits of the said house and lot, No. 86, in the town of Cincinnati, were of the clear yearly value beyond all reprises of the sum of twelve dollars, which sum is not sufficient, within the space of seven years, to satisfy the said debts and damages in the two said writs above mentioned: And whereas, by a certain writ of venditioni exponas, issued out of the said court, bearing teste at Cincinnati, in the county aforesaid, the 12th day of May, in the year last mentioned, and to the said sheriff directed, was commanded that the said house and lot, with the appurtenances so by him seized and taken in execution as aforesaid, he should sell, or cause to be sold, for the best price that could be had for the same, and that he should have the moneys arising from such sale before the said judges, at Cincinnati, at the court of common pleas, there to be held in the said county of Hamilton, on the first Tuesday of August, then next ensuing, to render unto the said James Conn for his debt and damages aforesaid; upon which writ last mentioned, the said sheriff did return that further proceedings upon said writ were stayed by a writ of supersedeas from the general Court; And whereas, another writ issuing out of the general court of the Territory of the United States, northwest of the river Ohio, tested by the Hon. John Cleves Symmes, first judge of the said general court, at Cincinnati, the twenty seventh day of March, one thousand eight hundred and two, directed to the sheriff of Hamilton county aforesaid, by which writ, he was commanded to proceed to do execution in the premises as the law directs, their writ of supersedeas aforesaid, to him before directed, to the contrary thereof in any wise, notwithstanding. And whereas, the said sheriff, in obedience to the command contained in the writ aforesaid, from the general court aforesaid, did proceed and do execution in the premises aforesaid, by giving due and legal notice of the time and place of sale of the said house and lot, with the appurtenances thereto belonging, as he was commanded to do by the aforesaid writ of venditioni exponas, and did, on the twentieth day of June, in the year of our Lord one thousand eight hundred and two, expose the same to public vendue or outcry, and sold the same to Charles Vattier, of Cincinnati, for the sum of ninety dollars, he being the highest and best bidder, and that was the highest and best price bid for the same. Now know ye, that the said sheriff for, and in consideration of the aforesaid sum of ninety dollars to him in hand paid by the said Charles Vattier, before the ensealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained and sold, and by these presents, according to the directions of the last mentioned writ of venditioni exponas, as he was commanded to do by a writ of procedendo, issued from the general court of the Territory of the United States, northwest of the river Ohio, and by force and virtue thereof, doth grant, bargain, and sell, unto the said Charles Vattier, his heirs and assigns,

all that certain lot of ground in the town of Cincinnati, in the county of Hamilton, known and designated on the general plat of said town, by number 86, together with all and singular, the buildings, improvements, and appurtenances, whatsoever thereunto belonging, or in anywise appertaining; and, also, all the estate, right, title, interest, property, claim, and demand, whatsoever, of him the said Thomas Doyle, of, in, to, or out, of the same; to have and to hold the aforesaid lot and messuage, hereditaments, and premises hereby granted, mentioned, or intended so to be, with the appurtenance, unto the said Charles Vattier, his heirs and assigns, to his and their use and benefit forever, for such estate, and under such conditions as the said Thomas Doyle had and held the same; and at immediately before the taking thereof in execution, but for no larger or greater estate than he the said Thomas Doyle then and there had, and held the same according to the form and effect of the laws and usages of the Territory of the United States northwest of the river Ohio, in such cases made and provided.

In witness whereof, the said James Smith, late sheriff of the county of Hamilton aforesaid, hath hereunto set his hand and seal, the fourteenth day of July, one thousand eight hundred and twenty-eight.

JAMES SMITH, [SEAL.]
Late sheriff of Hamilton county.

Signed, sealed, and delivered in presence of
ISRAEL GREGG,
B. B. MILLIKIN.

STATE OF OHIO, *Butler county, ss.*

Before me, president of the corporation of Hamilton and Rossville, personally appeared James Smith, the above named grantor, and acknowledged the above deed of conveyance to be his voluntary act and deed, for the purposes therein mentioned.

In testimony whereof, I have hereunto set my hand, and the seal of the corporation, the fifteenth day of July, 1828.

ISRAEL GREGG, *Prest.* [L. S.]

Exhibit—Vend. Exponas.

TERRITORY OF THE UNITED STATES, NORTHWEST OF THE RIVER OHIO. *Hamilton county, ss.—The United States to the sheriff of our said county of Hamilton, greeting:*

We command you, that of the goods and chattels, lands and tenements, of Thomas Doyle, in your bailiwick, you cause to be made forty dollars and fifty-two cents, which Charles Vattier, lately before the justices of our said court of common pleas, at Cincinnati, in the county aforesaid, recovered against him for his damages which he had sustained, as well by reason of the non-performance of certain promises and assumptions by the said Thomas to the said Charles, lately made, as for his costs and charges, by him about his suit in that behalf expended, whereof the said Thomas is convicted, as appears to us of record. And have you that money before the justices of our said court at Cincinnati, on the first Tuesday of May next, to be paid to the said Charles, for his damages, costs and charges aforesaid, and have you then this writ.

Witness, Thomas Gibson, Esq., presiding justice of our said court, at Cincinnati, the eleventh day of February, in the year of our Lord one thousand eight hundred and one.

JOHN S. GANO, *Prothon'y.* [L. S.]

Sheriff returned on execution: I have levied on a house and lot in the town of Cincinnati, No 86, and held an inquiry, which will appear in schedule hereunto annexed.

JAS. SMITH, *Sheriff.*

Hamilton, ss:

An inquisition taken in the town of Cincinnati, in the county of Hamilton, on the 6th day of May, in the year of our Lord 1801, before me, James Smith, sheriff of the county aforesaid, by virtue of the writ to this inquisition annexed, by the oaths of John Reilly, E Wade, William Stanley, Samuel Still, Andrew Park, Joel Williams, Issac Anderson, James Furgurson, Thomas Ramsey, Benjamin Vanhook, John McCullough, and James Ewing, good and lawful men of my bailiwick, who, being sworn, say, on their oath aforesaid, that Thomas Doyle, in the said writ mentioned, on the day of the rendition of the judgment in the said writ annexed, mentioned, to wit, on the first Tuesday of November last past, being the day of the rendition of the judgment in the said writ annexed, mentioned, was seized in his demises as of fee, to wit, of one lot numbered eighty-six, situate, and being in the town of Cincinnati, of the clear yearly value, in all issues besides reprisals, of the sum of twelve dollars, now or late in the tenure of the occupation of the aforesaid Thomas Doyle.

In witness whereof, the sheriff, as well as the jurors aforesaid, have hereunto set their hands and seals the day and year first above written.

JAMES SMITH, *Sheriff,* [SEAL.]
JOHN REILLY, [SEAL.]
DAVID E. WADE, [SEAL.]
WILLIAM STANLEY, [SEAL.]
SAMUEL STILL, [SEAL.]
ANDREW PARK, [SEAL.]
ISAAC ANDERSON, [SEAL.]
JOEL WILLIAMS, [SEAL.]
JAMES FERGURSON, [SEAL.]
THOMAS RAMSEY, [SEAL.]
B. VANHOOK, [SEAL.]
JOHN McCULLOUGH, [SEAL.]
JAMES EWING, [SEAL.]

TERRITORY OF THE UNITED STATES NORTHWEST OF THE RIVER OHIO.—*Hamilton, ss. The United States to the sheriff of our said county of Hamilton, greeting:*

Whereas we lately commanded you, by our writ, that of the goods and chattels, lands and tenements, of Thomas Doyle, in your bailiwick, you should cause to be made forty dollars and fifty-two cents, which Charles Vattier, lately before the justices of our court of common pleas, at Cincinnati, in the county aforesaid, recovered against him for his damages, which he had sustained, as well by reason of the non-performance of certain pro-

mises and assumptions, as for his costs and charges by him about his suit in that behalf expended, whereof the said Thomas is convicted, as it appears to us, of record, and that you should have that money before the justices of our same court, at Cincinnati, on the first Tuesday of May last past, to be paid to the said Charles for his damages aforesaid; and that you should make due return: and you, on that day, returned to the justices aforesaid, that of the goods and chattels, lands and tenements of the said Thomas, in your bailwick, you had levied, to wit, on a house and lot in the town of Cincinnati, number eighty-six, which remains on your hand for want of buyers: We, therefore, being desirous that the said Charles be satisfied his said damages, command you that you sell, or cause to be sold, the said house and lot for the best price that can be had for the same; and the money from such sale arising, have you before the justices of our same court, at Cincinnati, on the first Tuesday of August next, to be paid to the said Charles for his damages, costs and charges aforesaid; and then there this writ.

Witness, Thomas Gibson, Esquire, presiding justice of our same court, at Cincinnati, the twelfth day of May, in the year of our Lord 1801.

JOHN S. GANO, *Prothon'y.* [L. S.]

Sheriff's return on execution.

Proceedings stayed by a writ of supersedeas from the general court.

JAMES SMITH, *Sheriff.* [L. S.]

CHARLES VATTIER *vs.* THOMAS DOYLE, *Vind. exponas.*

Damages - - - - -	$25 22
Costs, taxed - - - - -	15 30
Le. Fa. and Sheriff's fees - - -	10 86
This writ - - - - -	28
	$51 66

Interest from 11th February, 1801, to August term, 1801.

STATE OF OHIO, *Hamilton county, ss.*

I, Daniel Gano, clerk of the court of common pleas, for the county of Hamilton, in the State of Ohio, do certify, that the foregoing is a true copy of the executions, with the sheriff's returns thereon endorsed, and inquisition attached, that issued in the case wherein Charles Vattier is plaintiff, and Thomas Doyle is defendant.

In testimony whereof, I have hereunto set my hand, and affixed the seal of our court of common pleas, at Cincinnati, this 3d day of November, Anno Domini 1825.

DANL. GANO, *Clerk C. P. H. C. Ohio.* [L. S.]

TERRITORY OF THE UNITED STATES NORTHWEST OF THE RIVER OHIO.—*Hamilton, ss. The United States to the sheriff of our said county of Hamilton, Greeting:*

We command you that, of the goods and chattels, lands and tenements, of Thomas Doyle, in your bailiwick, you cause to be made fifty dollars and seventy-three cents, which James Conn, lately before the justices of our court of common pleas, at Cincinnati, in the county aforesaid, recover-

ed against him for his damages, which he had sustained, as well by reason of the non-performance of certain promises and assumptions by the said Thomas to the said James, lately made, as for his costs and charges by him about his suit in that behalf expended, whereof the said Thomas is convicted, as it appears to us, of record: and have you that money before the justices of our said court at Cincinnati, on the first Tuesday of May next, to be paid to the said James for his damages, cost, and charges aforesaid; and have then there this writ.

Witness, Thomas Gibson, presiding justice of our said court, at Cincinnati, thee seventh day of February, in the year of our Lord one thousand eight hundred and one.

JOHN S. GANO, *Prothonatory.* [L. S.]

Sheriff's return on execution.

"I have levied on a house and lot in the town of Cincinnati, No. 86, and held and inquiry which will appear in a schedule hereunto annexed. Sheriff fees and jurors' fees, $10 25.

JAMES SMITH, *Sheriff.*

Hamilton County, ss.

An inquisition taken in the town of Cincinnati, in the county of Hamilton, on the 6th of May, in the year of our Lord, 1801, before me, James Smith, sheriff of the county aforesaid, by virtue of the writ to this inquisition annexed, by the oaths of John Reilly, David E. Ward, William Stanley, Samuel Still, Andrew Park, Isaac Anderson, Joel Williams, James Fergurson, Thomas Ramsey, Benjamin Van Hook, John McCullough, and James Ewing, good and lawful men of my bailiwick, who, being sworn, say, on their oaths aforesaid, that Thomas Doyle, in the said writ mentioned, on the day of the rendition of the judgment in the said writ annexed, mentioned, to wit, on the first Tuesday of February last past, being the day of the rendition of the judgment in the said writ annexed, mentioned, was seized in his demises as of fee, to wit, of one lot numbered in the plan of said town, eighty-six, lying and being in the town of Cincinnati, of the clear yearly value in all issues besides of reprisals, of the sum of twelve dollars, now or late in the tenure or occupation of the aforesaid Thomas Doyle.

It witness whereof, the sheriff as well as the jurors aforesaid, have hereunto set their hands, and affiixed their seals the day and year first above written.

JAMES SMITH, *Sheriff.* [SEAL.]
JOHN RIELLY, [SEAL.]
DAVID E. WARD, [SEAL.]
WILLIAM STANLEY, [SEAL.]
SAMUEL STILL, [SEAL.]
ANDREW PARK, [SEAL.]
ISAAC ANDERSON, [SEAL.]
JOEL WILLIAMS, [SEAL.]
JAMES FERGURSON, [SEAL.]
THOMAS RAMSEY, [SEAL.]
B VANHOOK, [SEAL.]
JOHN McCULLOUGH, [SEAL.]
JAMES EWING, [SEAL.]

412

TERRITORY OF THE UNITED STATES NORTHWEST OF THE RIVER OHIO, *Hamilton county, ss.—The United States to the sheriff of our said county of Hamilton, greeting:*

Whereas we lately commanded you, by our writ, that of the goods and chattels, lands and tenements, of Thomas Doyle, in your bailiwick, you should cause to be made fifty dollars and seventy-three cents, which James Conn lately, before the justices of our court of common pleas at Cincinnati, in the county aforesaid, recovered against him for his damages which he had sustained, as well by the reason of the non-performance of certain promises and assumptions, as for his costs and charges by him about his suit in that behalf expended, whereof the said Thomas is convicted, as it appears to us of record, and that you should have that money before the justices of our same court at Cincinnati, on the first Tuesday of May last past, to be paid to the said James for his damages aforesaid, and that you should make due return; and you on that day returned to the justices aforesaid that you have levied on a house and lot in the town of Cincinnati, number eighty-six, which remains in your hands for want of buyers. We, therefore, being desirous that the said James be satisfied his said damages, command you that you sell, or cause to be sold, the said house and lot, for the best price that can be had for the same, and the money from such sale arising have you before the justices of our same court at Cincinnati, on the first Tuesday of August next, to be paid to the said James Conn, for his damages, costs, and charges aforesaid; and have therein there this writ.

Witness, Thomas Gibson, Esq., presiding justice of our same court at Cincinnati, the twelfth day of May, in the year of our Lord 1801.

JOHN S. GANO, *Proth'y.* [L. S.]

Sheriff's return on execution.

Proceedings stayed by a writ of supersedeas from the general court.

JAMES SMITH, *Sheriff.*

JAMES CONN *vs.* THOMAS DOYLE, *Vend. exponas.*

Damages, - - - - - -	33 15
Costs taxed at - - - - -	17 58
Le. fa and sheriff's fees, - - -	10 86
This writ, - - - - -	28
	$61 87

Interest from 11th February, 1801, to August term, 1801.

THE STATE OF OHIO, *Hamilton county, sct.*

I, Daniel Gano, clerk of the court of common pleas in and for said county, do hereby certify the foregoing to be true copies of the executions, inquisition, and sheriff's return thereon, in the case of James Conn against Thomas Doyle, which appear from the executions now on file in my office. In testimony whereof, I have hereunto set my hand and affixed the seal of our said court at Cincinnati, the 3d day of November, eighteen hundred and twenty-five.

DAN'L GANO, [L. S.]
Clk. Com. Pleas, H. C., Ohio.

THOMAS DOYLE, plaintiff in error, } *On error.*
vs.
JAMES CONN.

THOMAS DOYLE, plaintiff in error, } *On error.*
vs.
CHARLES VATTIER.

THE STATE OF OHIO, *Hamilton county, set.*

I, Daniel Gano, clerk of the Supreme Court of the State of Ohio, in and for the county of Hamilton, do hereby certify that the above stated cases were removed to the general court of the territory of the United States northwest of the river Ohio, and the said judgment were affirmed by said court, at the term of March, 1802; which appear by the minutes of said court. In testimony whereof, I have hereunto set my hand and affixed the seal of our said Supreme Court at Cincinnati, this fourth day of November, 1825.

DAN'L GANO, [L. S.]
Clk. S. C. Ham'n county, Ohio.

And afterwards, to wit, on the 30th day of October, in the year of our Lord one thousand eight hundred and twenty-nine, the said Charles Vattier filed in the clerk's office of said court here, the following answer, to wit:

Circuit court of the United States of America, for the seventh circuit and district of Ohio, in chancery sitting.

CHARLES VATTIER, JAMES FINDLAY, and others, *respondents, ads.*, THOMAS S. HINDE, JAMES B. HINDE, et al., *complainants.*

The separate answer of Charles Vattier to the amended supplemental bill and bill of revivor of Thomas S. Hinde, in his own right, or in right of his late wife Belinda, and of James B. Hinde, Martha H. Hinde, and John M. Hinde, claiming as children and heirs at law of the said Belinda Hinde.

This defendant now and at all times, reserving to himself the right of exception to the many insufficiencies, uncertainties, and untruths in the said bill contained, and also reserving to himself the right of application to dismiss the said bill upon motion, as not having been amended in the manner and form permitted by the order of the Supreme Court of the United States of America, and of this honorable court, made in the original cause, to which the now bill of the said complainants purports to be an amendment, as well as a bill of supplemental and revivor. This defendant, to so much of the said bill as he is now advised it is material to answer unto, he says, that true it is that heretofore the said Thomas S. Hinde, and Belinda his wife, filed in the circuit court aforesaid their bill of complaint against this defendant, and James Findlay, William Lytle, Robert Ritchey, and William Dennison, containing, with some few exceptions, the allegations in their now bill recited; upon which said bill such proceedings were thereupon had in the circuit and supreme courts aforesaid, that the proceedings on the same were reversed, annulled, and set aside, and the complainants in said bill had leave to amend the same, in this honorable court, (provided they should ask leave so to do,) so as to make Abraham Garrison (through whom the complainants contend they have an equitable title.) a party defendant, and proceed in said cause *de novo* to a final decree, agreeable to the rules of equity and the practice of said courts; to which several orders and judgments of

413

the courts aforesaid this defendant refers, and prays that the same may be made a part of this his answer.

The said now complainants, after having filed their amended supplemental bill and bill of revivor, have stricken out the name of Abraham Garrison as a party defendant; that is to say, at the last July term of this court. This defendant, therefore, in answering, will rely upon the said several orders and decrees aforesaid; and he prays that the said complainants' bill may be dismissed, with costs, to be decreed to this defendant, inasmuch as the complainants have not permitted their said bill to stand amended, within the several orders of the courts aforesaid. The demurrer of this defendant, filed at the term of this court last aforesaid, having, by order of the court and the assent of the complainants, been permitted to stand in part for an answer, this defendant will further answer, and to the bill aforesaid state, that he cannot admit the allegations in said bill that James Bradford died in the year 1791, leaving Belinda Bradford, his only child, and heir at law; but of the truth of those allegations the defendant requires strict proof, particularly as this defendant has been informed, and verily believes to be true, that the said Belinda was not born in lawful wedlock, and that she had no right whatever, as heir at law of the said James Bradford; nor has this defendant any personal knowledge of the marriage of the said Thomas Doyle the elder with the mother of the said Belinda, or of the birth of the said Thomas Doyle, junior; and of the truth of these statements, as charged in said bill, this defendant also requires proof.

This defendant admits that he has understood, and believes, that Thomas Doyle the elder died about the time stated in said bill, intestate, and, as this defendant charges, notoriously insolvent, and unable to pay his just debts; but whether the said Thomas Doyle, junior, was the sole heir of Thomas Doyle the elder, this defendant, as before stated, has no personal knowledge; and of this allegation, therefore, and also of the death of Thomas Doyle, junior, this defendant requires proof.

This defendant denies that under the then existing laws of the territory northwest of the Ohio river (now the State of Ohio,) the said Belinda was the heir at law of Thomas Doyle, junr., so as to inherit the lands in said bill mentioned, being lot 86, though he has been informed he died intestate, and under age. This defendant, in further answering, states, that on or about the first day of July, 1795, John Cleves Symmes, the proprietor of the town of Cincinnati, conveyed by deed, in due form of law, to one Abraham Garrison, (he being the same person by this court directed to be made a defendant to this bill,) the lots in said bill mentioned, and among other lots, number eighty-six, now in dispute; which said deed has been regularly acknowledged and recorded; and this defendant makes an authenticated copy of the same a part of this answer. This defendant, in further answering, states that he has been informed, and believes, that some kind of a contract was made by the said Abraham Garrison, with William and Michael Jones, who were partners in trade, for the sale to them of the lot aforesaid; but of the precise nature and terms of the said contract, this defendant has no knowledge, nor has he been informed; and of the terms of that contract, and whether the same has been fulfilled, this defendant requires proof, if the complainants intend to avail themselves of any benefit under the same. This defendant admits that he has been informed, and believes, that the said William and Michael Jones had, or claimed to have, an equitable title, as derived from the said Abraham Garrison; and that the equitable right afore-

said, or whatever right they possessed, was by them sold to Thomas Doyle the elder, who paid them the entire and full consideration for the same, by an exchange for other property, in the town of Cincinnati, for said lot eighty-six; and that upon the exchange aforesaid, the said Thomas Doyle the elder took possession of lot number eighty-six, in his own right, and not in right of Thomas Doyle, junior, as in said bill is alleged: but this defendant denies all knowledge of the loss of the deed from the said Abraham Garrison to William and Michael Jones, as in said bill is alleged, or that a legal title ever passed from Garrison to the Jones's; and of those several allegations the defendant requires strict proof. But this defendant charges, that if any such legal estate did pass to the said Jones's, and from them to Thomas Doyle, junior, the same was in trust, for the sole use and benefit of Thomas Doyle the elder, who paid the sole and entire consideration to William and Michael Jones, for the lot, and entered upon and took possession of the same, in his own right, and held the quiet and undisturbed possession thereof, until the sale to this defendant, as hereinafter stated.

This defendant has no knowledge, nor does he admit, that any deed of confirmation was ever made by Michael Jones, for the lot aforesaid; and of the making of any such deed requires proof: but this defendant avers, that if such deed was made, in confirmation of the legal title of Thomas Doyle, junior, the same inured to the benefit of the said Thomas Doyle the elder, estate, and to the benefit of the title which this defendant claims, under the said Thomas Doyle: and further, if the said alleged conveyance was intend as a release of the estate of Michael Jones, in said lot, to Thomas S. Hinde, the same was made in fraud of the title and possession of this defendant, and was accepted by the said Thomas S. Hinde, with a full knowledge of this defendant's right.

This defendant, in further answering, states, that he has no knowledge, nor was he ever informed, that the said Thomas S. Hinde, or any of the complainants, or any person claiming under them, ever had possession of said lot eighty-six, until after the sale of the same by this defendant to William Lytle, nor until the said Thomas S. obtained possession by fraud and cozen from William Lytle, one of the defendants in this cause, as hereinafter stated.

This defendant admits that the said Belinda Hinde has departed this life since the filing of the original bill in this cause; but whether the said James B. Hinde, Martha H. Hinde, and John M. Hinde, are the heirs at law of the said Belinda, this defendant has no knowledge, and requires proof.

This defendant, in further answering, states, that he has no knowledge or information of the alleged intimacies and connexion between James Bradshaw, James Bradford, and the said Thomas Doyle the elder, nor of the execution of the bond by James Bradshaw to Thomas Doyle, junior, binding himself to convey two hundred and fifty acres of land, on the east fork of the Little Miami, to Doyle the younger, nor has he any knowledge of the sale of said land to Samuel C. Vance, or of the consideration of such sale; and therefore he requires proof of all said allegations. But if the bond was executed, as stated in said bill, this defendant does not admit that the same was binding on the estate of Bradshaw, or that a conveyance or compensation could be enforced, either at law or in equity, as, by the shewing of the complainants, the bond was merely voluntary, and without any valuable consideration. Nor can this defendant admit that Thomas Doyle the elder acquired any right to sell the land mentioned in the bond to Samuel C.

414

Vance, or that Thomas Doyle, junior, was in any manner bound, by the contract of his father; but, on the contrary, this defendant affirms, that if said bond was in any manner binding on the said Bradshaw, or gave any title to the land, the remedy of Doyle the younger was perfect, and no way impaired by the contract of Doyle the elder; and that the rights of third persons ought not in any manner to be affected by said sale to Vance: and this defendant further expressly denies, that the said land, or the proceeds of the sale, (if any was made,) ever entered into or in any manner formed the consideration for the sale of lot eighty six to Thomas Doyle, junior; but, on the contrary, this defendant affirms that the said Thomas Doyle the elder was the sole owner of said lot, (though this defendant cannot trace his title,) and that the said Thomas Doyle the elder, when the deed came to be made for said lot, so far as the title of the said Jones's was concerned, directed the same to be made to son, Thomas Doyle, junior, (then an infant not more than two or three years old,) for the express purpose of avoiding the payment of his honest debts, and to hinder and delay the payment of a debt then due this defendant from Doyle the elder. This defendant, in further answering, expressly denies all knowledge, direct or indirect, that Thomas Doyle the elder, at the time of the conveyance aforesaid, or at the time of the sale of the lot 86 to this defendant, hereinafter stated, was in any manner indebted to Thomas Doyle, junior; nor does this defendant believe that any such indebtedness existed; and of the allegation in said bill this defendant requires the strictest proof. And this defendant further expressly denies, that at the time of his purchase of lot eighty-six, as hereinafter stated, he had any knowledge, either direct or indirect, that Thomas Doyle junior had any claim whatever to the said lot; but this defendant then understood and believed, and now believes, that the right to said lot was in the said Thomas Doyle the elder; but whether the same was a strict legal estate, this defendant is not able to answer, though he is inclined to believe it may have been only an equitable estate, as most of the title in the territory were of that character, about the date aforesaid: and this defendant avers, that it was the universal practice of all the courts in the country to sell such estates for the payment of debts; and a large portion of all the estates in the country are held under such sales. The complainants are mistaken in supposing that Cincinnati, at the time of the sale of lot eighty six to this defendant, more than one hundred inhabitants; as this defendant is informed and believes that it contained more than five hundred inhabitants, at the date aforesaid.

This defendant, in further answering, states, that he knows nothing of the will of James Bradshaw, or of the manner in which he disposed of his property; and if the said claimants expect benefit from the allegations in said bill respecting the same, this defendant requires the same to be proved.

This defendant admits that Abraham Garrison was in possession of lot eighty-six, and lived in a house upon the lot; and, also, that Doyle the elder was in possession, under his purchase, as so remained until the same was sold on execution, as his property, as hereinafter stated. But this defendant denies that he held possession for Doyle the younger: he also denies that the lot lay open and unimproved until the year eighteen hundred and fourteen: but, on the contrary, charges that the same was improved, and had a small house or houses upon it, and was also used for a fruit yard, and garden; and that from the time of this defendant's purchase, which was about the year eighteen hundred and two, until the sale by this defendant to James

Findlay, as hereinafter stated, he and his tenants were in the quiet and uninterrupted possession, and this defendant made some improvements upon it.

This defendant further states, that on the 11th day of February, in the year 1801, he obtained a judgment against the said Thomas Doyle the elder, for the sum of fifty-one dollars and sixty-six cents, in the court of common pleas of the county of Hamilton, in the territory of Ohio; and, on the same day, one James Conn also obtained a judgment against the said Doyle, for the sum of sixty-one dollars and eighty-seven cents, in the same court, upon debts respectively due long prior to the date of the conveyance to Thomas Doyle, junior, as alleged in said bill; upon which said several judgments executions were issued, returnable to the next succeeding term of the said court; both of which were, by the sheriff of Hamilton county, levied upon lot eighty-six aforesaid, on the same day, by James Smith, esquire, the then sheriff of the county where said judgments were obtained, and where the lot eighty-six was situated, and by the directions of Doyle the elder, who then and there summoned a jury, according to law, to ascertain the yearly value of said premises; which said inquest, among other things, returned that Thomas Doyle, against whom said judgments were severally obtained, was seized of lot eighty , in Cincinnati, it being the lot aforesaid in his demurrer as of fee. and that the clear yearly value of the same, over and above all just reprisals, amounted to twelve dollars; and the said sheriff returned the said executions and inquisitions, with his doings thereon, respectively, into the court aforesaid from whence they issued.

And this defendant further avers, that afterwards, to wit, on the twelfth day of May, 1801, writs of venditioni exponas issued upon said judgments, directed to the sheriff aforesaid, commanding him to sell the property so levied on as aforesaid, in satisfaction of the judgments aforesaid; which said sale was afterwards, and before the return day of said executions, stayed, by writ of supersedeas from the then general court, until the further order of the court should be made known in the premises; the said last mentioned suit having been taken to the said general court by writ of error; and such proceedings were thereupon had, that afterwards, the said judgment was in all things affirmed, at the costs of the plaintiff in error: and the said sheriff, by writ of proceeding from the general court aforesaid, was directed to proceed to sell the said lot eighty-six, and make the money to satisfy said judgments, their former writ to the contrary notwithstanding: upon which said writs of vendi. and procedendo aforesaid, the sheriff, in obedience to the order of the court aforesaid, having advertised the said lot for sale, according to law, proceeded in due form to sell the same, at public auction, as the law directed; and on such sale this defendant having been the highest and best bidder, became the purchaser, and took possession under such sale, having first paid the sheriff aforesaid the entire purchase money therefor: to which said several judgments now remaining of record in said court, unreversed, together with the said executions, inquisitions, writ of supersedeas procedendo, and other proceedings, a copy of which is made a part of this answer, this defendant refers.

This defendant further states, that on the same day on which the said Smith sold lot eighty-six to this defendant, he also sold a lot belonging to one Symmes, upon a judgment against said Symmes; the Hon. Jacob Burnet became the purchaser; and the sheriff, in making the several deeds to the purchasers, misrecited the judgments upon which the lots were severally sold: that is to say, in making the deed to the Hon. Jacob Burnet, for the

415

property sold on the judgment against Symmes, he recited the judgment of Conn, aforesaid, upon which lot eighty-six was sold to this defendant; and in making the deed to this defendant, he recited the judgment against Symmes, upon which the lot was sold to Mr. Burnet; which mistake was unknown to the purchasers, at the time the deeds were made: and this defendant being a foreigner, and also illiterate, supposed he had a good deed for the lot so purchased as aforesaid, and for years remained ignorant of the true state of the facts. But this defendant is now told by judge Burnet, and so charges the facts to be, that when he discovered the mistake he had the same corrected, as to his deed, and being the attorney for this defendant, ordered the correction to be made in the deed of this defendant, which he supposed was done; but from some cause the same was omitted until lately, and since this defendant's former answer was filed: but this defendant states, that since he came to a correct knowledge of the facts, he has procured said sheriff to make a deed to this defendant for the said lot, and also to make a return upon the process upon which the same was sold; which, until lately, he had omitted to do, and as this defendant presumes, with the intention of making the said correction, as the only endorsement found on the writ in *has* hands was, that he had sold the lot to Charles Vattier for ninety dollars, and made the money, to which the said deed this defendant refers, and makes the same a part of his answer.

This defendant, in further answering, states, that some time after he had purchased and taken possession of the lot as aforesaid, he was informed that young Doyle had, or pretended to have, some claim on the lot, by virtue of a transfer from the Jones's; and this defendant knowing that Doyle the elder had paid for the lot, was in possession, and had turned the same out to the sheriff, as his property, to be sold, went to the Jones's for the purpose of obtaining information; and being informed by them, or one of them, that Doyle the elder had paid the entire consideration for the lot, by an exchange of another lot in Cincinnati, that possession had been delivered to him; and that nothing had even been heard of the claims of young Doyle (who was not more than two or three years old,) to the lot; and that when the deed was to be made, from some cause then unknown, it was directed to be made to the son. This defendant admits, that for the purpose of quieting his title to the lot, thus fairly obtained, and for purpose of shewing the object of the deed to young Doyle, and the resulting trust, and that the property at the time of the sale upon execution aforesaid, was bona fide the property of Doyle the elder, and subject to execution, he did take the deposition of the said Jones, and perpetuated the said testimony, according to law, which is a part of the evidence in this case, and the same referred to by the complainant in his said bill.

This defendant further states, that at the time the said Doyle the elder procured the deed aforesaid to be made to his son Thomas, he was largely indebted to other persons, by judgment and otherwise, and to an amount more than he was able to pay, and was universally considered insolvent, and unable to pay his debts; to a statement of which said judgment and debts, under the *bal* of the courts of Hamilton county, this defendant refers, (not deeming it necessary to swell the records with the entire exemplification of records of all said judgments,) and make the same a part of his answer.

This defendant, in further answering, admits that he sold the said lot to James Findlay, about the time stated in said bill, and delivered possession to him; who, as this defendant is informed and believes, continued in pos-

session until the resale to this defendant, as hereinafter stated: but as to what passed between the said James Findlay and the said Abraham Garrison, with respect to the purchase of the supposed outstanding legal estate in the said Garrison, this defendant has no personal knowledge; nor had he, at the time of his subsequent purchase from the said Findlay, any conversation with him about the same, as the business was done by an agent, this defendant then not being upon speaking terms with the said Findlay; but he has understood that the said Findlay, supposing he had a good title from this defendant when he purchased, and that he had at all events a perfect equitable title to the lot aforesaid, but fearing from some technical defect in the transfer, owing to the mistakes aforesaid, that his possession might be disturbed, and hearing that there was an outstanding title in the said Garrison, which might protect him at law, entered into a negociation with the said Garrison, as he had a perfect right to do, for the said outstanding legal estate; not for the purpose of defrauding the heirs of Thomas Doyle, junior, but to prevent a fraud being practised upon him, and the loss of his lot, through any technical defect in the title derived from this defendant, and for the purpose of enabling him, at law, to protect and defend his possession, thus fairly and honestly obtained: nor does this defendant know or believe that the said Findlay, at the time of his purchase from this defendant, had any notice whatever of any claim on the part of the claimants, or any person whatever; nor does this defendant believe that any such claim existed in equity and good conscience, but that the same has been got up on account of the mistake of the deed, as before stated, and the fraudulent conduct of Doyle the elder. This defendant cannot state the terms of this contract between Findlay and Garrison, but presumes that the same is stated substantially correct.

This defendant admits that he had knowledge, by common report, of the marriage of Thomas S. Hinde with the said Belinda; but that she was the heir at law of Thomas Doyle, junior, he has no knowledge, either at the time of his said purchase or at any other time; and this defendant charges the contrary to be the facts, and denies that under the then existing laws she could inherit lot eighty-six, as heir to Thomas Doyle the younger, she not being of the blood of the purchaser from whom the estate came.

This defendant, in further answering, admits, that upon a final settlement between this defendant and the said James Findlay, the part of the lot stated in complainant's bill was again transferred to this defendant, for the consideration of fifteen thousand dollars; and this defendant was again put in possession of the , and all the right which the said Findlay had acquired, except the said Findlay had lot conveyed a part of the said lot to the son of Abraham Garrison, and this defendant remained in possession until he sold the same to William Lytle. This defendant admits that he sold part of lot eighty-six to William Lytle, at the time stated in said bill, for the sum of fifteen thousand dollars, and at the same time loaned the said William five thousand dollars in cash, and delivered him a deed and possession, and at the same time took a mortgage, to secure the payment of the purchase money and the five thousand dollars loaned, with interest; all of which this defendant supposed at the time was well secured upon lot eighty-six aforesaid, and the said Lytle's bond; but the said Lytle having failed to pay any part of the said purchase money, loan, or interest, and becoming about this time greatly embarrassed, and insolvent, this defendant agreed to take back the lot, and contracted with the said Lytle for a reconveyance of the same; and

in pursuance of the agreement, the said Lytle made a deed of release to this defendant; to which, the several deeds, or transcripts from the records, this defendant refers, and makes the same a part of his answer. And this defendant further states that the said William Lytle, at the time he reconveyed to this defendant, by a secret and corrupt agreement with the said Thomas S. Hinde, wickedly and fraudulently, placed the said Thomas S. Hinde in possession of the said lot, although, for a valuable and full consideration, he, at the same time, transferred by deed his title to this defendant; and this defendant, in order to obtain his just rights, and possession, has been compelled to commence an action of ejectment, in which suit judgment has been rendered in this hon. court in favor of this defendant; but the said defendant has appealed to the Supreme Court of the United States, where the same is now pending and undetermined, which is the same recovery spoken of in said bill. And the said complainants, or some one for them, have been in the reception of the rents and profits ever since the surrender by the said Lytle to the said Hinds.

This defendant cannot assent that any part of the original proceedings in the cause, prior to the reversal of the decree by the Supreme Court, be made a part of of this record; as the same were illegal, irregular, and void; nor are they, within the order of the court aforesaid, to proceed de novo. As to the special interrogatories of the complainants: states that he has already answered the interrogatories to this defendant and William Lytle, jointly; this defendant has also answered the first put to him, individually. In answer to the second, he says that he had never seen or heard of the recital alleged to be in the said conveyance to Doyle, junior. The third interrogatory he has already answered; as well as to the fourth, fifth, sixth, seventh, and eighth. And this defendant having fully answered, prays to be hence discharged, with his costs, &c.

CASWELL & STARR, *Sol. for deft.*

THE STATE OF OHIO, *City of Cincinnati*, ss.

Before me, mayor of said city, personall came Charles Vattier, the defendant, in the foregoing answer in chancery named, who, being duly sworn, deposeth and saith, that the matters therein contained, as far as they are stated from his own knowledge, are true; and, as far as they are stated from information, he believes them to be true.

CHARLES VATTIER.

Sworn to, and subscribed before me, October 27th, 1829.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said city, the day and year above.

ISAAC G. BURNET, *Mayor.* [SEAL.]

And, afterwards, to wit, at the December term of said court, in the year of our Lord one thousand eight hundred and twenty-nine, said cause was further continued, and afterwards, to wit, at the July term of said court, in the year of our Lord, one thousand eight hundred and thirty, the parties, by their counsel, appear. On motion of Mr. Caswell, leave is granted to Vattier to file a supplemental answer; and, on like motion, leave is given to Findlay to file a plea; and, thereupon, the said Vattier files in court here, the following supplemental answer, to wit:

DISTRICT OF OHIO, *Circuit Court of the United States of America, for the District of Ohio.*

CHARLES VATTIER, and others, ads. THOMAS S. HINDE, and others. } *The amendment to the separate answer of Charles Vattier, filed to the bill of complaint, of Thomas S. Hinde and others.*

The defendant, by leave of the court, now here files his amended or supplemental answer; and, in thus further answering, states, that, at the time of his filing his former answer, the facts hereinafter set forth, had not then come to his knowledge, and which he deems it material to his defence, now to state. This defendant now states, and charges to be true, that, at the time of filing the original bill in this cause, the said Belinda Hinde, (under whom the complainants to the amended supplemental bill, and bill of revivor, pretend to claim the premises now in dispute between the parties to this suit,) had no interest whatever in the lot 86; but, on the contrary thereof, this defendant charges that, on the fifth day of October, in the year eighteen hundred and fourteen, the said Belinda, together with her husband, Thomas S. Hinde, one of the complainants, made, executed, and delivered to one Alexander Cummins, a deed in fee simple, whereby the said Thomas Hinde and Belinda his wife, then in full life, bargained, sold, and conveyed to the said Alexander Cummins, all their right, title, interest, and claim, in and to the said lot eighty-six, in the said bill of complaint mentioned, with the appurtenances, and all right, title, interest, and claim, which the said Thomas S. Hinde and Belinda his wife had, either in law or equity, as heirs and representatives of Captain James Bradford, and Thomas B. Doyle, jun. which they, the said Thomas S. Hinde and Belinda could, or might claim, by virtue of the laws of the country, to any estate or estates, either real, personal, or mixed, wheresoever the same may be found, as heirs and legal representatives, as aforesaid; which said deed was regularly executed, acknowledged, and recorded, in the county of Hamilton, and State of Ohio: a certified copy of which, the original, not being in possession of this defendant, is hereto attached, and made a part of his answer. This defendant therefore insists, that, at the time of filing the original bill in this cause, the said Thomas S. Hinde and Belinda Hinde, had no right or title to the premises in question, or any part thereof; and the said Thomas S. Hinde, as husband, and the said James B. Hinde, Martha H. Hinde, and John M. Hinde, as heirs at law of the said Belinda Hinde, ought not further to prosecute the said suit in this behalf; and this defendant would further insist, that, from the showing of the complainant, that William and Michael Jones, if living, or their representatives, if the said William and Michael are not living, are necessary parties to this suit; and this defendant having now fully answered, prays, as before, to be hence dismissed with his costs.

THE STATE OF OHIO, *City of Cincinnati*, ss.

Before me, mayor of said city, personally came Charles Vattier, the defendant named in the foregoing answer in chancery, who, being duly sworn, deposes and says, that the matters set forth in said answer, as far as they are stated from his own knowledge, are true; and, as far as they are stated from information, he believes them to be true.

C. VATTIER.

Sworn to, and subscribed before me, July 8, 1830. In testimony whereof, I have hereunto subscribed my name and affixed the seal of said city, the day and year above.

ISAAC G. BURNET, *Mayor.* [L. S.]

This indenture, made this fifth day of October, in the year of our Lord one thousand eight hundred and fourteen, between Thomas S. Hinde and Belinda Hinde, late Belinda Bradford, heiress and devisee of the late Captain James Bradford of the United States' army; also heiress and legal representative of Thomas B. Doyle, alias Thomas Doyle, jr., of the United States' navy, who was heir at law of Major Thomas Doyle and Margaret Doyle, late Margaret Bradford, widow and relict of the said Captain James Bradford, and mother of the said Belinda Hinde, of the town of Chillicothe, county of Ross, and State of Ohio, of the one part, and Alexander Cummins, of the county and State aforesaid, of the other part, witnesseth; that the said Thomas S. Hinde and Belinda his wife, for, and in consideration of five dollars, lawful money of the United States, have bargained and sold, aliened enfeoff, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, and confirm unto the said Alexander Cummins, all the right, title, property, claim and demand, either in law or equity, of the said Thomas S. Hinde and Belinda Hinde, as heirs and representatives of the said Captain James Bradford and Thomas B. Doyle, alias Thomas Doyle, jr., as aforesaid, which they, the said Thomas S. Hinde and Belinda Hinde, can or may claim by virtue of the laws of the country, to any estate or estates, either real, personal, or mixed, wheresoever the same may be found, as heirs or legal representatives as aforesaid, unto the said Alexander Cummins, his heirs, &c., to have and to hold the said estate or estates, either real, personal, or mixed, as aforesaid, hereby granted unto the said Alexander Cummins, his heirs and assigns to the only proper use and benefit and behoof of the said Alexander Cummins, his heirs and assigns forever; and the said Thomas S. Hinde and Belinda Hinde, for themselves, their heirs, executors, and administrators, doth promise, covenant, and agree to, and with, the said Alexander Cummins, his heirs and assigns, by these presents, that they, the said Thomas S. Hinde and Belinda Hinde, and their heirs, the above described property, and the estate, as aforesaid, being granted with the appurtenances, unto the said Alexander Cummins, his heirs and assigns, against them, the said Thomas S. Hinde and Belinda Hinde, and their heirs, and against all and every other person or persons, whatsoever, lawfully claiming, or to claim, by from, or under them, or any of them, or any other person whatsoever, will warrant, and forever defend, by these presents. In witness whereof, the said Thomas S. Hinde, and Belinda Hinde, his wife, hath hereunto set their hands and seals, the day and year first above written.

THOMAS S. HINDE, [SEAL.]
BELINDA HINDE, [SEAL.]

Signed, sealed, and delivered, in presence of us,
JAMES C. STUBBS, WILLIAM WALLACE.

STATE OF OHIO, *Ross county*, ss.

Be it remembered, that on this day of October, Anno Domini, one thousand eight hundred and fourteen, personally appeard before me, the undersigned, Thomas S. Hinde, and Belinda Hinde his wife, the grantors

within named, and acknowledged the within to be their free and voluntary act and deed for the purposes therein expressed; and the said Belinda Hinde being by me examined separate and apart, from her said husband, acknowledge the same to be her act and deed, for the purposes therein expressed, as heir and representative aforesaid, and that she did the same freely and voluntarily, without the threats or persuasion of her said husband; that she relinquishes all right and title of dower, which she might or could claim to the within-mentioned premises, and desired that the same may be recorded. Given under my hand and seal, as justice of the peace for the county aforesaid, this fifth day of October, 1814.

WILLIAM WALLACE, [SEAL.]

RECORDER'S OFFICE, *Hamilton county, ss.*

I certify the above and foregoing to be a correct copy of a deed of conveyance, from Thomas S. Hinde and Belinda Hinde his wife, to Alexander Cummins, as appears upon record in this office, in book O, page 132.

Given under my hand and seal of office at Cincinnati, in said county, this twenty-eighth day of December, A. D. eighteen hundred and twenty-nine.

Recorded in book O, page 132, 17th April, 1815.

GRIFFIN YATEMAN, *Recorder.* [L. S.]

And the said Findlay filed the following plea, to wit:

Seventh circuit court of the United States, Ohio district.

JAMES FINDLAY, et. al., *ads.* JAMES B. HINDE, MARTHA H. HINDE, and JOHN M HINDE, children and heirs at law of BELINDA HINDE, deceased, and THOMAS S. HINDE.	*In chancery.*

The plea of James Findlay, one of the defendants above named, to the amended and supplemental bill, and bill of revivor of James B. Hinde, Martha H. Hinde, and John M. Hinde, children and heirs at law of Belinda Hinde, deceased, and Thomas S. Hinde, husband of the said Belinda Hinde, deceased. The said defendant, by protestation, not confessing or acknowledging all, or any of the matters and things in the complainants' said bill of complaint, contained to be true, in such manner and form as the same are therein declared and set forth, for plea thereunto saith: that heretofore, and before the filing of the original bill in this case by the said Thomas S. Hinde and Belinda Hinde his wife, in the lifetime of said Belinda, to wit, on the fifth day of October, in the year of our Lord one thousand eight hundred and fourteen, the said Belinda Hinde, in whose right the said Thomas S. Hinde, and said Belinda, filed and prosecuted the original bill, and under whom the said complainants seek to revive and prosecute said suit, together with her said husband, Thomas S. Hinde, made, executed, and delivered, a certain deed or indenture, bearing date the day and year aforesaid, and by which said deed or indenture, the said Belinda and Thomas S. Hinde, for the consideration of five dollars, did bargain, sell, alien, enfeoff, and confirmed, unto one Alexander Cummins, all the right, title, property claim, and demand, either in law or equity, of the said Thomas S. Hinde, and Belinda Hinde, as heirs and representatives of Captain James Bradford and Thomas B. Doyle, alias Thomas Doyle, junior, which they, the said Thomas S. Hinde and Be-

418

linda Hinde, could or might claim, by virtue of the laws of the country, to any estate or estates, either real, personal, or mixed, wheresoever the same might be found, as heirs or legal representatives as aforesaid, to have and to hold the said estate, including the lot number eighty-six in the complainants' bill mentioned, to the said Alexander Cummins, his heirs and assigns, forever; which said deed was duly signed and sealed by the said Thomas S. Hinde and Belinda his wife, in the presence of two witnesses, and duly acknowledged by the said Thomas S. Hinde and Belinda Hinde his wife, on the same fifth day of October, in the year aforesaid, before a magistrate duly authorized to take acknowledgments of deeds; and was also duly recorded on the records of Hamilton county, in the State of Ohio, on the seventeenth day of April, in the year eighteen hundred and fifteen; all which will appear by reference to a certified copy of said deed, hereto attached and made part of this plea, the original of which is not in the possession or control or knowledge of this defendant. And this defendant avers that the said Thomas Doyle, junior, mentioned in the original amended and supplemental bill and bill of revivor, is one and the same identical person with the Thomas Doyle, junior, mentioned in the said deed of conveyance above referred to and set forth; and this defendant further avers, that by reason of said deed from the said Thomas S. and Belinda Hinde, all right, title, interest, and claim, of the said Thomas S. and Belinda Hinde, as heir at law of the said Thomas Doyle, junior, or in and to said lot numbered eighty-six, was thereby transferred to, and invested in, the said Alexander Cummins, long prior to the filing of said original bill, and therefore this defendant doth plead the said alienation and conveyance, together with the want of interest in said complainants in said lot eighty-six, and the matters aforesaid, in bar to the said now complainants bill, and in bar to all relief prayed therein; and humbly prays the judgment of this court, whether he shall be compelled to make any further or other answers thereto, and prays to be hence dismissed with his costs and charges in his behalf sustained, &c.

CASWELL & STARR,
Att. for defts.

Daniel J. Caswell, of lawful age, being duly sworn, deposeth and saith, that he verily believes the above and foregoing plea to be true in substance and matter of facts, and further saith not.

D. J. CASWELL.

Sworn to and subscribed, in open court, 17th July, 1830.
W. MINER, *Clerk.*

This indenture, made the fifth day of October, in the year of our Lord one thousand eight hundred and fourteen, between Thomas S. Hinde and Belinda Hinde, late Belinda Bradford, heiress and devisee of the late captain James Bradford of the United States' army, also heiress and legal representative of Thomas B. Doyle, alias Thomas Doyle, jr., of the United States' navy, who was heir at law of Thomas Doyle and Margaret Doyle, late Margaret Bradford, widow and relict of the said Captain James Bradford, and mother of the said Belinda Hinde, of the town of Chillicothe and county of Ross and State of Ohio, of the one part, and Alexander Cummins, of the county and State aforesaid, of the other part, witnesseth, that the said Thomas S. Hinde and Belinda his wife, for and in considera

tion of five dollars, lawful money of the United States, have bargained and sold, aliened, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said Alexander Cummins, all the right, title, property, claim and demand, either in law or equity, of the said Thomas S. Hinde and Belinda Hinde, as heirs and representatives of Captain James Bradford and Thomas B Doyle, alias Thomas Doyle, jr., aforesaid, which they, the said Thomas S. Hinde and Belinda Hinde, can or may claim, by virtue of the laws of the country, to any estate or estates, either real, personal, or mixed, wheresoever the same may be found, as heirs or legal representatives, as aforesaid, unto the said Alexander Cummins, his heirs, &c.; to have and to hold the said estate or estates, real, personal, or mixed, as aforesaid, hereby granted unto the said Alexander Cummins, his heirs and assigns, to the only proper use, benefit and behoof of the said Alexander Cummins, his heirs and assigns, for ever; and the said Thomas S. Hinde and Belinda Hinde, for themselves, their heirs, executors and administrators, doth convenant, promise and agree, to and with the said Alexander Cummins, his heirs and assigns, by these presents, that they, the said Thomas S. Hinde and Belinda Hinde, and their heirs, the said above described property and estate, as aforesaid, being granted with the appurtenances unto the said Alexander Cummins, his heirs and assigns, against them, the said Thomas S. Hinde and Belinda Hinde and their heirs, and against all and every other person or persons whatsoever, lawfully claiming or to claim, by, from, or under them, or any of them, or any other person whatsoever, will warrant and for ever defend by these presents. In witness whereof, the said Thomas S. Hinde and Belinda Hinde his wife, hath hereunto set their hands and seals, the day and year first above written.

THOMAS S. HINDE, [SEAL.]
BELINDA HINDE, [SEAL.]

Signed, sealed, and delivered, in the presence of us,
JAMES C. STUBBS, WM. WALLACE.

STATE OF OHIO, *Ross county, ss.*

Be it remembered that on this day of October, Anno Domini one thousand eight hundred and fourteen, personally appeared before me, the undersigned, Thomas S. Hinde and Belinda Hinde his wife, the grantors within named, and acknowledged the within to be their free and voluntary act and deed, for the purposes therein express . And the said Belinda Hinde being by me examined, separate and apart from her said husband, acknowledged the same to be her act and deed, for the purposes therein expressed, as heir and representative aforesaid; and that she did the same freely and voluntarily, without the threats or persuasion of her said husband; that she relinquishes all her right and title of dower, which she might or could claim to the within mentioned premises, and desired that the same may be recorded. Given under my hand and seal, as justice of the peace for the county aforesaid, this fifth day of October, 1814.

WM. WALLACE, [SEAL.]

Recorder's Office, Hamilton county, Ohio, ss.

I certify the within to be a true copy of a deed of conveyance from Thomas S. Hinde and Belinda his wife, to Alexander Cummins, as appears of record in this office, in book O, page 132. Recorded April 17th, A. D. 1815.

419

Witness my hand and seal of office, at Cincinnati, in said county, this eighth day of July, A. D. 1830.

GRIFFIN YATEMAN,
Recorder of Hamilton county, Ohio.

And thereupon the said complainants filed in court here the following replication, to wit:

To the honorable the judges of the circuit court of the United States for the seventh circuit within and for the district of Ohio, in chancery now sitting, the replication of Thomas S. Hinde, and of others, the children and heirs of Belinda Hinde, wife of the said Thomas, lately deceased, who are infants, by the said Thomas, their next friend, to the answer and amended answer of Charles Vattier, and to the plea of James Findley, defendants to the bill amended and supplemental and of revivor of those repliants, against the said Charles and others, in this court exhibited. These repliants, saving all benefit of exception, and to their said answer, and amended answer and plea, say, that all the matters and things by them, in their said amended and supplemental bill of revivor, as well as their original bill, alledged and set forth, are true, and sufficient in law to be answered unto, and for them to have relief upon, in such a manner and form as they have prayed the same, and that they will maintain and prove the same to be true when and where this court shall award. And they further say, that the matters and things in the said answer and amended answer of the said Charles, and in the plea of the said James Findlay, so far as the same are inconsistent with the said bill, are insufficient and untrue; without that, that there is any thing in the said answer and plea sufficient and necessary to be replied unto, traversed or admitted, denied or evaded, and not honest and honestly admitted or denied, traversed or avoided, is true. But more particularly these repliants say, that they admit the execution of the said deed by the said Charles, in his said amended answer set out and alledged, to be as in the said amended answer is charged; but these repliants say and aver, that if the said deed, by operation of law, was sufficient to transfer, and did transfer, the legal or equitable claim of the said Belinda to the premises in the bill mentioned, being lot 86 in the now city Cincinnati, which these repliants by no means admit, yet they say, that the said deed was made and intended by the parties that to vest in the said Alexander Cummins the rights of the said Thomas S. Hinde and of Belinda his wife, in trust, to re-convey the same rights to the said Thomas, to be held by him in trust for the use and benefit of the said Belinda and her heirs, and not for her or their dispersion, and to enable the said Thomas the more conveniently to manage, litigate, and protect the said rights; and for this purpose, the said Alexander did, on the fifth day of October, 1814, make out and duly execute his deed of conveyance of all the said right and interest to the said Thomas in fee, and afterwards for more perfectly executing the said trust, on the part of the said Alexander, said Alexander with his wife, on the day of March, in the year 1815, did execute, and duly acknowledge, another deed of the same effect, and for the same purposes, to the said Thomas, which last mentioned deed was duly acknowledged and received in the proper county, and both which deeds are herewith produced to this honorable court as part of this replication, and the facts of which, if required, these repliants are ready to prove as are exhibited; and these repliants further say, that the said Thomas received the said deeds, and the rights and interest thereby conveyed, ex-

presly on trust for the benefit of the said Belinda and her heirs, and not otherwise, and hath so held them, as is insisted both by the original bill and bill of revivor in this cause. Wherefore, &c., &c., these repliants pray, &c.

P. DODDRIDGE, *for compl'ts.*

And the respondents, Vattier and Findlay, filed their separate rejoinders, to wit:

CHARLES VATTIER & JAMES FINDLAY, *ads.* THOMAS S. HINDE, *et al.* } *In Chancery.*

And the said Charles Vattier for answer, and rejoinder to the said replication of the said complainants say, that the said complainants ought not to have the relief prayed for by their said bill and replication, because they say that the said deeds set forth in the replication of said complainants, although executed and delivered as therein set forth, yet were not made in trust for the use and benefit of the said Belinda and her heirs, as in and by said replication is set forth; wherefore this defendant requires strict proof to be made by the complainants of the several matters set up in said replication.

CASWELL, *Attorney for defendants.*

JAMES FINDLAY, et al. *ads.* THOMAS S. HINDE. } *In Chancery.*

And the said James Findlay, for answer and rejoinder to the said replication of said complainants to the plea, filed by this defendant, saith, that the said complainants ought not to have the relief prayed for by their said bill and replication of the said complainants, although executed and delivered as therein set forth, yet were not made in trust for the use and benefit of the said Belinda and her heirs, as in the said replication is set forth; wherefore this defendant requires strict proof to be made by the complainants of the several matters set up in said replication.

CASWELL, *Attorney for defts.*

And thereupon, the said Hinde filed in court here the following affidavit, to wit:

THOMAS S. HINDE and others, *vs.* VATTIER and others. } *Circuit court U. S. Ohio district, July term,* 1830.

Personally appeared in open court, Thomas S. Hinde, one of the complainants in the above cause, and made solemn oath, that the original deed from W. & M. Jones to Thomas Doyle, dated on the 26th of March, 1800, a copy of which is exhibited in evidence in this cause, is lost, or destroyed by time or accident, to the best of his knowledge and belief.

THOMAS S. HINDE.

July 21, 1830.

Sworn to and subscribed in open court, July 21, 1830.

WILLIAM MINER, *Clerk.*

420

And thereupon the following depositions were filed as evidence, to wit:

UNITED STATES CIRCUIT COURT *for 7th circuit and district of Ohio, ss.*

THOMAS S. HINDE and heirs of Belinda Hinde, *complts.*
vs.
CHARLES VATTIER, WILLIAM LYTLE & J. FINDLAY, *defts.* } *In Chancery.*

The deposition of John Crunk, taken at his residence in the county of Posey, and State of Indiana. The said John Crunk, of lawful age, whose deposition is taken in the above case, on the part of the complainant, deposeth and saith, that he knew Abraham Garrison, sen.; he resided in Posey county, Indiana, for ten or twelve years, prior to the year one thousand eight hundred and eighteen, and has subsequently removed to Illinois, and further saith not.

JOHN CRUNK.

Sworn to and subscribed before me, an associate judge of Posey county, Indiana, this 16th day of October, 1829.

JOSIAH DOWNEN, *Associate Judge.* [L. S.]

Josiah Downen, associate judge of the county of Posey and State of Indiana, do certify, that *that* the foregoing deposition was taken before me, at the time and place stated in the caption; that the said witness was by me lawfully examined, and cautioned, and sworn, to testify the whole truth; that *that* the said deposition was wholly reduced to writing by myself, and subscribed to in my presence by the deponent; that the place of caption is at a greater distance than 100 miles from Columbus, in Ohio; that no notice of the taking of the same was given by me to the adverse party, or his attorney, or agent, to be present at the taking of the same, because the said defendants, or any agent, or attorney of them, or either of them, known to me, were within 100 miles of the place of taking the same; and I do further certify, that I am not of counsel or attorney to either of the parties, nor interested in the event of the cause; all of which is certified to the judges of the circuit court of the United States, in and for the 7th circuit and district of Ohio.

Given under my hand and seal, this 16th day of October, 1829.

JOSIAH DOWNEN, *Associate Judge.* [SEAL.]

THE STATE OF INDIANA, *Posey county, ss.*

I, William E. Stewart, clerk of the Posey circuit court and of the probate court, in said county of Posey, in the State of Indiana, do hereby certify, that Josiah Downen, Esq., whose name is subscribed to the abave, is an associate judge of said county of Posey, fully commissioned and authorized, according to law, and that full faith and credit ought to be given to all his actings and doings as such.

In testimony whereof, I have hereunto set my hand and affixed the seal of said county of Posey, this 16th day of October, 1829.

WILLIAM E. STEWART, *Clerk.* [L. S.]

CHARLES VATTIER, et al.
ads.
THOMAS S. HINDE, et al. } *In the Circuit court of the United States, for the seventh circuit—case in Chancery.*

Thomas S. Hinde, or his counsel, will take notice, that I shall proceed to take the deposition of Jacob Burnett, he being about to leave the State, be-

fore Isaac G. Burnett, Esq., Mayor of the city of Cincinnati, at his office in said city, on Wednesday, the twenty-fifth day of November inst., between the hours of eight and twelve o'clock A. M. of said day, to be read in evidence on the trial of the above cause.

C. VATTIER,
by Daniel J. Caswell, his attorney.

November 24, 1829.

I acknowledge service, November 24, 1829.
JOSEPH BENHAM, *attorney for plaintiff.*

CHARLES VATTIER and others, *adsm.* } *In the United States' circuit court, seventh circuit district of Ohio—in Chancery.*
THOMAS S. HINDE and others. }

Jacob Burnett, a witness, produced and sworn on the part of the defendants, deposes and says, that he first became acquainted with Thomas Doyle in the summer of the year seventeen hundred and ninety-six, and continued to reside near him until the time of his death. He was very much embarrassed when this deponent first knew him, and, at the time of his death, was universally reputed to be insolvent. This deponent commenced as many as five or six suits against him, and prosecuted some of them to final judgment and execution, some of which remain still unsatisfied for want of property. About the time those suits were commenced, and before judgments were obtained, he conveyed the principal part of his real estate in Cincinnati to his son Thomas Doyle, jr., who was then a minor, with a view, as was generally believed, to defraud his creditors. This deponent was a practising attorney in the general courts of the Territory of the United States, northwest of the river Ohio, from the year seventeen hundred and ninety-six, until the court was abolished by the establishment of the State Government.

Question by defendants' counsel: Were you acquainted with Belinda Hinde, late Belinda Bradford, one of the original complainants in the cause? If so, please to state, whether she was born in lawful wedlock, and was she universally reputed to be the illegitimate daughter of Captain Bradford of the army? and if you know, or have heard any thing of the pretended marriage between the said Bradford and the mother of the said Belinda, please state what was the foundation of said report, and the cause of putting the same into circulation?

Answer. I became acquainted with Belinda Bradford in the family of Thomas Doyle, in the summer of the year seventeen hundred and ninety-six, when she was a child, and I saw her frequently from that time until her marriage with Thomas S. Hinde; since that time I have seen her but seldom. I know nothing of the marriage of Belinda's mother with Captain Bradford, but it was reported, and generally believed, that she was the illegitimate child of Captain Bradford of the army. I have heard it stated, by officers of the army, that when Belinda's mother was far advanced in a state of pregnancy she was married to Captain Bradford by Col. Hamtramack, the commandant of the regiment, a short time before Belinda was born. I understood, and believe, that Col. Hamtramack held no civil or religious office, but was merely comm ndant of the regiment.

Question by the same. Do you know any thing in reference to the execution of a deed by William Jones to Thomas Doyle, junior, for lot number eighty-six, in Cincinnati: please state the particulars of the transaction?

421

Answer. I was present at the house of General Findlay when a deed from Michael and William Jones for lot eighty-six, on Main street, in Cincinnati, was delivered to Thomas Doyle the elder. Major Doyle examined the deed, and observed, that he wished it made to his son, Thomas Doyle, junior, and not to himself. Mr. Jones, I think it was William, who was present, and to whom the observation of Doyle was addressed, replied, that it was immaterial to him to whom the deed was made; and after some conversation on the subject, he consented to have the word junior inserted after the name of Thomas Doyle; and, it is my impression, that the word junior was then inserted; but of this, I am not certain. My attention was strongly excited by the occurrence in consequence of my knowing the fact, that Major Doyle was at the time very much embarrassed, and supposed, by many, to be insolvent.

Question by the same. How old was Thomas Doyle, junior, at the time of said conveyance; and was he supposed to be the owner of any property?

Answer. I do not know his age, but he was a small boy, probably six or seven years old. I have no knowledge of his possessing any property, but heard that he had a claim to some land on the east fork.

Question by the same. Please to state whether Thomas Doyle, the elder, was in possession of lot eighty-six, claiming title to it; who came into possession under him, and by what title; and if you know any thing of a mistake in the said deed of sheriff Smith, of Hamilton county, to Charles Vattier, relate the particulars?

Answer. In the year eighten hundred and one, I resided on the lot adjoining the lot in question, at the time Thomas Doyle was in possession of the lot, exercising *rites* of ownership. It is my impression that he continued in possession until the sheriff sale. Shortly after the sale Charles Vattier was in possession; and, it is my impression, that he continued in possession until he sold to Gen. Findlay, some time during the Territorial Government. I think, about the year eighteen hundred and two, James Smith, then the sheriff of Hamilton county, advertised the lot in question, number eighty-six, and a lot near Deer creek, to be sold on execution. The former, on a judgment against Thomas Doyle; the latter, on a judgment against John C. Symmes. I was present at the sale, and purchased the lot near Deer creek. The lot in question, eighty six, was purchased by Charles Vattier. Some time after the sale, I received a deed from the sheriff for the lot which I had purchased, and on examining the deed, I found that lot incorrectly stated to have been sold on an execution against Thomas Doyle. I returned the deed to the sheriff, and obtained another, in which the mistake was corrected. I communicated this mistake to Charles Vattier, and ascertained that the deed given to him described the lot which he had purchased on the execution against Thomas Doyle, as having been sold on execution against John C. Symmes. At the request of Vattier, I stated the facts to the sheriff, who promised to have the mistake corrected, but whether it was corrected or not I do not know. The lot in question has been levied on by two executions against Doyle: one at the suit of Vattier, and the other at the suit of Conn: I think it was sold on the execution in favor of Conn.

Question by the same. Were the titles to real estate in the Miami purchase in the year eighteen hundred and one and eighteen hundred and two, principally legal or equitable titles? And was it the practice of the courts to sell equitable titles on execution at that time?

Answer. Judge Symmes, I think, obtained his patent in the year seventeen hundred and ninety-four, and commenced executing deeds for Miami lands. In eighteen hundred and two there was a very considerable portion of the Miami country held on equitable titles, and there being no court of equity in the Territory, equitable titles were frequently sold on execution; and, further, deponent saith not.

J. BURNETT.

THE STATE OF OHIO, *City of Cincinnati, ss.*

I, Isaac G. Burnett, mayor of the city of Cincinnati aforesaid, not being attorney or counsel for either of the parties in the foregoing suit, nor in any way interested in the same, do hereby certify that the foregoing deposition of Jacob Burnett was taken before me, at the mayor's office, in said city, on Wednesday, the twenty-fifth day of November, eighteen hundred and twenty-nine, between the hours of eight and twelve o'clock, A. M., of said day, at the instance of the defendants, in pursuance of the enclosed notice, to be read in evidence on the hearing of the above cause; that said deposition was then and there reduced to writing by me, and so, also, subscribed by the deponent in my presence; and that the said deponent was, by me, carefully examined, and cautioned, and sworn, to testify the whole truth relating to the matters in controversy in said suit; that the reason of taking said deposition is, that the said deponent resides at said city of Cincinnati, more than one hundred miles from Columbus, the place of trial; and that the said deponent, being a member of the Congress of the United States, is about to depart for Washington, on his official business.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said city, this twenty-fifth day of November, eighteen hundred and twenty-nine.

ISAAC G. BURNETT, *Mayor.* [L. S.]

Exhibit—statement of witnesses.

UNITED STATES OF AMERICA.—*Circuit court of the United States, 7th circuit and district of Ohio.*

THOMAS S. HINDE and children, &c., *vs.* FINDLAY, VATTIER, &c. } *In chancery.*

We, the undersigned, state, that we were acquainted with Thomas S. Hinde and Belinda his wife, whilst residing in Newport, Kentucky, prior to the death of said Belinda; and that James B. Hinde, aged about 15 years, Martha H. Hinde, about 12 years, and John Madison Hinde, about 9 years; and that the said children were reputed and know as the children of said Thomas and Belinda, the only surviving issue of their marriage.

Given under our hands, this 31st December, 1829.

JAMES TAYLOR,
ALME BAVICTE.

In evidence by consent,

CASWELL & STARR, *Atts. for Charles Vattier.*

And the respondents, Vattier and Findlay, filed the following exception, o wit:

422

Circuit Court of the United States, Seventh Circuit, Ohio District.

THOMAS S. HINDS, et als.
vs.
JAMES FINDLAY, CHARLES VATTIER, et als.

The defendants, Vattier and Findlay, object to the introduction of the deposition of Cornelius R. Sedam, because not taken in this suit: because no notice of the time and place of taking said deposition was given to the adverse party, and because it was not taken before any person authorized to take depositions; they object to the reading of the deposition of James A. Sturges, because not taken to be read in the above suit. They also object to the deposition of Rebecca Dering, because taken before this suit was commenced, and in another suit. They also object to the deposition of William Burke and Ezekial Hall, because no notice of the time and place of taking such deposition was given to either of these defendants, and because it does not appear in whose handwriting said depositions are, not that Isaac G. Burnett, who is said to have taken the same, was disinterested. They also object to the depositions of Carter Smith and Robert Dunn, because they were taken before this suit commenced, and in another suit to which these defendants were not parties, also, because the matters testified to, is incompetent testimony. They also object to the deposition of J. H. Overstreet, because said deposition is not signed by deponent, and no notice was given of the time and place of taking the same. They also object to the deposition of Michael Jones, because taken before the commencement of this suit, and in another cause; also, because said deponent was, at the time of giving said deposition, interested in the title of lot 86. They also object to the deposition of Thomas Henderson, because taken in another cause, and without any notice to the present defendants; and because it does not appear that William Creighton, sen. before whom it purports to have been taken, was a disinterested person; and because it does not appear that the witness lives more than 100 miles from the place of holding this court. They also object to the depositions of Mrs. Johnson and Mrs. Lowndes, because said depositions are not signed by said deponents; also to said lost depositions, and the depositions of Abraham F. Snapp and John M'Bain, because all of said depositions were taken in another suit, and before the present suit was commenced, and without notice to these defendants. They also object to the deposition of R. Runtin, because taken in another cause, and before this suit was commenced, and without notice being given to these defendants. They also object to the depositions of Samuel C. Vance, Hezekiah Flint, and Griffin Yateman, because they were taken in a cause to which these defendants were not parties, and of the time and place of taking which, these defendants had no notice; also, because it does not appear that said depositions were taken before any person authorized to take depositions. They object to the depositions of John Garrison and Abraham Garrison, because no notice was given to either of these defendants, previous to taking said depositions, of the time and place of taking the same; and because Abraham Garrison, sen. is an incompetent witness. They also object to the deposition of Chloe Strong, because it does not appear to have been taken by a disinterested person, authorized to take depositions: because it was not taken in this suit, and because no notice of the time and place of taking said deposition, was given to either of these defendants. They also object to the deposition of H. Glenn, because it is an exparte affidavit, taken without

notice being given to these defendants, and taken by a person who does not appear to be disinterested, or authorized to take depositions. They also object to the depositions of James Ferguson, John Mahard, Jesse Hunt, and Griffin Yateman, because they do not appear to have been taken by a disinterested person, authorized to take depositions; and because they were taken in another cause, and without previous notice being given to these defendants, of the time and place of taking said depositions; and because the witnesses do not appear to have been duly qualified to said depositions. They also object to the use of any of the foregoing depositions being read on the hearing of the above cause, because said depositions are not taken agreeably to the rules established in the Supreme Court of the United States, regulating the practice in chancery cases, in the several circuit courts of the United States, because they were taken before any answer was filed by the defendants.

CASWELL, STARR,
STORER, and FOX,
Solicitors for defendants.

HINDE and others,
vs.
FINDLAY and others. } *In Chancery.*

The complainants, not waiving the ground, but insisting that all the depositions in the preceding exceptions mentioned, were taken agreeably to law, aver: 1st. That the said depositions, and each of them, were read on the former trial of this cause, by express agreement of the parties, by their counsel: and, 2dly. That having been read on that trial without exception, the defendants thereby waived all objection to them; and ought not now to be permitted to urge or insist upon any, except such as, upon the face of the depositions, apply to the competency or in debility of the witnesses.

DODDRIDGE and CLAY,
for complainants.

And, thereupon, the following agreement was entered on the proceedings of said court. It is agreed that the counsel of the defendants may proceed to the trial and argument of this cause, without the following exhibits, which were among the papers of the cause, and are now mislaid; and that they shall be furnished to the clerk of this court, within sixty days from this day, duly certified, and be made a part of the record of this cause; this is to say, all the records of any judgments and proceedings in Hamilton county, Ohio, against Thomas Doyle the elder, which were a part of the original cause. It is also admitted by the complainants, that the answer of the defendant, Garrison is in the handwriting of the complainant, of Thomas S. Hinde; the complainant's reply, generally, to the answer of the defendant, Vattier. The defendant, Vattier, filed a supplemental answer and plea; and the defendant, Findlay, also filed a reply, specially; and the said defendants filed their joinder to the complainants' replication. The cause, by consent, came on for trial; and the parties agree that the plea of Findlay, and his former answer, shall stand for him, without requiring any further answer from him. And, thereupon, this cause was further continued; and now, at this day, to wit, the twentieth day of December, in the year of our Lord one thousand eight hundred and thirty, the time and place first herein aforesaid mentioned, the following decree was made, and entered in this cause, to wit:

423

THOMAS S. HINDE, &c. *complainant.*
JAMES B. HINDE, MARTHA H. HINDE, and JOHN M. HINDE, infants, who sue by their guardian, THOMAS S. HINDE, } *In Chancery.*
vs.
JAMES FINDLAY, CHARLES VATTIER, and WILLIAM LYTLE, *respondents.*

This cause came on to be heard upon this bill, answers, pleas, replications, rejoinders, and exhibits; and the court having examined the evidence, and heard the arguments of counsel, and having fully advised thereon, and being satisfied that the matters and things set forth and charged in complainant's bill, and in their replication to the several pleas of the said defendants, Findlay and Vattier, are true, as in the said bill and replication stated and set forth; and the court being satisfied that the law and equity of the case, as against the said James Findlay and Charles Vattier, are with the complainants, they do therefore order, adjudge, and decree, that the said Charles Vattier do, within sixty days from the date of this decree, convey by deed of quit claim and release, to the said Thomas S. Hinde, James B. Hinde, and John M. Hinde, so much of lot number eighty-six, (86) on the east side of Main street, in the city of Cincinnati, as was conveyed to him the said Charles Vattier, by James Findlay, by deed bearing date the day of referred to and exhibited in the cause; that is to say, all of said lot No. 86, (except 23 feet in width on the south side of said lot, and extending from Main street eastwardly across said lot;) and the said C. Vattier do by such conveyance, vest in the said Thomas S. Hinde, a life estate in said premises, subject to the same privileges and restrictions as if he held the same as tenant by the courtesy; and that he vest in the said James B. Hinde, Martha H. Hinde, and John M. Hinde, the remainder of the estate in said premises in fee; and, on failure so to do, that this decree operate as such conveyance, and that the said Charles Vattier be enjoined from suing out execution on a certain judgment, in the ejectment recovered by him for the premises aforesaid, which is now pending on error in Supreme Court. And it appearing to the court that the said William Lytle and James Findlay have no interest in the premises above named, it is ordered that this bill be dismissed as to them without costs; and it is further ordered and decreed, that the said Charles Vattier pay the costs of this suit. And thereupon the respondent, Charles Vattier prayed and appeal from said decree to the Supreme court of the United States, pursuant to the act of Congress in such case made and provided; and it being agreed by the parties, that the property in dispute exceeds two thousand dollars in value, the court do grant said prayer, and allow said appeal, on the respondent, Charles Vattier, giving bond and security in the sum of five hundred dollars. And thereupon the said respondent offer Daniel J. Caswell and Charles Fox as bail to perfect said appeal: which security is accepted. In pursuance of which, the following bond was filed, to wit: Know all men by these presents, that we, Daniel J. Caswell and Charles Fox, of the county of Hamilton in the State of Ohio, are held and firmly bound unto Thomas S. Hinde, and to James B. Hinde, Martha Hinde, and John M. Hinde, infants, who sue by their guardian, Thomas S. Hinde, of the State of Ohio, in the sum of five hundred dollars lawful money, for the payment of which we bind ourselves, our heirs, executors, and administrators, firmly by these presents, sealed with

our seals, and dated the twenty-fifth day of December, in the year of our Lord one thousand eight hundred and thirty. The condition of this obligation is this: whereas, at the December term of the United States' circuit court for the district of Ohio, in the year eighteen hundred and thirty, upon the hearing and consideration of a certain suit in chancery, depending in said court between Thomas S. Hinde and James B. Hinde, Martha H. Hinde and John M. Hinde, infants, who sue by their guardian, Thomas S. Hinde, complainants, and James Findlay, Charles Vattier and William Lytle, defendants, it was by said court, amongst other things ordered and decreed, that the said Charles Vattier should, within sixty days from the date of said decree, convey by quit claim and release to the said complainants, certain property in said decree set forth and described, for more certainty, reference being had to the said decree will more fully appear; and the said Charles Vattier should pay the costs of said suit, &c. from which decree the said Charles Vattier, one of the respondents aforesaid, prayed and was allowed and appeal to the Supreme Court of the United States, pursuant to the act of Congress in such case made and provided, as by reference to the proceedings of said circuit court in said cause will more fully and at large appear. Now if the aforesaid decree shall be confirmed in whole or in part by the Supreme Court aforesaid, the said Charles Vattier, or the said Daniel J. Caswell and Charles Fox, shall faithfully pay off and discharge all costs that now are, or may hereafter be adjudged or decreed against the said Charles Vattier, in the matter aforesaid, then this obligation to be void and of none effect, otherwise to remain in full force and virtue.

CHARLES FOX, [SEAL.]
DANIEL J. CASWELL. [SEAL.]

Witness present:
WILLIAM MINER.

And afterwards, to wit, on the nineteenth day of July, 1831, the parties by their attorneys, file in the office of the clerk of the court aforesaid, the following argument, to wit:

THOMAS S. HINDE, et als. *vs.* JAMES FINDLAY, et als.

Seventh Circuit Court of the United States, Ohio district, Decree in Chancery, December term, 1830.

It appearing that the record of judgment, Charles Vattier *vs.* Thomas Doyle and Charles Conn, *vs.* Thomas Doyle; and the copy of a deed, Thomas Doyle, sen. to Thomas Doyle, jun. used on the hearing of this cause, are not now to be found among the papers; we hereby agree the clerk of the court shall insert copies of said records and deeds, which shall be forwarded by the defendants for that purpose.

CASWELL & STARR, & CHARLES FOX,
Att'ys for defendants.

T. EWING,
for complainants.

And afterwards, to wit, on the twenty-fifth day of July, in the year of our Lord one thousand eight hundred and thirty-one, the defendants by their attorneys, in pursuance of the aforegoing recited agreement, transmitted and caused to be filed in the clerk's office of said court, the following papers, to wit:

424

Pleas at Cincinnati, in the county of Hamilton, and territory of the United States, northwest of the river Ohio, before George Cullum, John Armstrong, John Mercer, James Findlay, [Robert Benham, Cornelius R. Sedam, and Samuel Robb, esquires, justices, on the first Tuesday of February, in the year of our Lord one thousand eight hundred and one.

No. 12.

CHARLES VATTIER,
vs.
THOMAS DOYLE.

On the fourteenth day of August, in the year eighteen hundred, a writ issued to the sheriff of Hamilton county, and was returned, "cepi corpus," signed J. Smith, sheriff Hamilton county, ss. Thomas Doyle was attached to answer unto Charles Vattier, in a plea of trespass on the case, &c. and thereupon the said Charles, by Jacob Burnet, his attorney, says that the said Thomas on the seventeenth day of July, in the year of our Lord one thousand eight hundred, to wit, at Cincinnati, in the county of Hamilton, and within the jurisdiction of this court, made his certain bill in writing, commonly called a due bill, his own proper hand writing being thereunto subscribed, bearing date the same day and year aforesaid, and then and there delivered the said due bill to the said Charles, and thereby acknowledged to be due from him the said Thomas to the said Charles, the sum of twenty-four dollars and forty cents, for value received, whereby the said Thomas became unable to pay the said sum, when thereunto, he should be afterwards requested; and being so liable the said Thomas in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at Cincinnati aforesaid, undertook and faithfully promised to pay the said Charles the said sum of money, when he, the said Thomas should be thereunto afterwards required; and also whereas afterwards, to wit, on the same day and year last aforesaid, at Cincinnati, in the county and within the jurisdiction aforesaid, the said Thomas was indebted to the said Charles, in the further sum of eighty dollars for money before that time had and received by the said Thomas, for the use of the said Charles; and being so indebted, he the said Thomas in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the places within the jurisdiction aforesaid, undertook and faithfully promised to pay him the said sum of eighty dollars, when thereunto he should be afterwards required. And whereas, also, afterwards, to wit, on the same day and year last aforesaid, at the place and within the jurisdiction aforesaid, the said Thomas accounted together with the said Charles, of and concerning divers other sums of money before that time due, and owing from the said Thomas to the said Charles, and then being in arrear and unpaid, and upon that account the said Thomas was then and there found indebted and in arrear to the said Charles in one *one* other large sum of money, to wit, in the sum of twenty-four dollars and forty cents, and being so found in arrear and indebted, he the said Thomas in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the place and within the jurisdiction aforesaid, undertook and then and there faithfully promised to pay the said Charles, the said sum of forty-four dollars and forty cents, when thereto he should be afterwards required. Nevertheless, the said Thomas not regarding the promises and undertakings aforesaid, in form aforesaid made, but contriving and fraudulently

intending craftily and subtly to deceive and defraud the said Charles, in this behalf, hath not paid the said Charles the aforesaid sums of money, or any part thereof, although so to do he the said Thomas was by the said Charles thereunto requested, afterwards, to wit, on the same day and year last aforesaid, and often afterwards, to wit, at Cincinnati aforesaid, but to pay the same to the said Charles, the said Thomas hath hitherto wholly refused, and still doth refuse, to the damage of the said Charles eighty dollars, and therefore he brings suit, &c. And the said Thomas, although solemnly called, doth not come but make default. Therefore it is considered that the said Charles Vattier do recover against the said Thomas Doyle his damages aforesaid, to twenty-two dollars and twenty-two cents, together with fifteen dollars and thirty cents, for his costs and charges, by him about his suit in that behalf expended, to the said Charles by the court here, with his assent adjudged, which said damages, in the whole, amount to forty dollars and fifty-two cents; and the said Thomas, in mercy, &c. Writ of error allowed, costs on transmitting record taxed at two dollars and thirty-four cents, judgment affirmed at March term of the general court, in the year 1802, and remanded to court of common pleas for execution.

THE STATE OF OHIO, *Hamilton county, sct.*

I, Daniel Gano, clerk of the court of common pleas of said county, do certify, that the above is a true transcript of the record in the case above stated, and that the same was remanded from the general court to the court of common pleas for execution.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at Cincinnati, this 23d day of July, 1831.

DANIEL GANO, *Clerk.* [L.S.]

Pleas, at Cincinnati, in the county of Hamilton, and territory of the United States northwest of the river Ohio, before George Cullem, John Mercer, John Armstrong, James Findlay, Robert Benham, Cornelius R. Sedam, and Samuel Robb, esquires, justices, on the first Tuesday of February, in the year of our Lord one thousand eight hundred and one.

No. 7.

JAMES CONN *vs.* THOMAS DOYLE.

On the twelfth day of May, A. D. eighteen hundred, a writ issued to the sheriff of Hamilton county, and was returned "Cepi Corpus."

(Signed) J. SMITH, *Sheriff.*

Hamilton county, ss.

Thomas Doyle was attached to answer unto James Conn, in plea of trespass on the case, &c.; and thereupon the said James, by Jacob Burnet, his attorney, says, that the said Thomas heretofore, to wit, on the first day of July, in the year of our Lord one thousand eight hundred, at Cincinnati, in the county of Hamilton, and within the jurisdiction of this court, was indebted to the said James in the sum of one hundred dollars, for divers goods, wares, and merchandise, before that time sold and delivered by the said James to the said Thomas, at his special instance and request; and, being so indebted, he, the said Thomas, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the place, and within the

425

jurisdiction aforesaid, undertook, and then and there faithfully promised, to pay the said James the said sum of money when thereto he should be afterwards requested: And also, whereas, aftewards, to wit, on the same day and year last aforesaid, at the place, and within the jurisdiction aforesaid, the said Thomas was indebted to the said James in the further sum of one hundred dollars, for meat and drink before that time found, provided, used and supplied, by the said James for the said Thomas, at his like special instance and request, and being so indebted, he, the said Thomas, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the place and within the jurisdiction aforesaid, undertook, and then and there faithfully promised to pay the said James the sum of money last aforesaid, when thereunto he should be afterwards required: And also, whereas, afterwards, to wit, on the same day and year last aforesaid, at the place, and within the jurisdiction aforesaid, the said Thomas was indebted to the said James, in the further sum of one hundred dollars for money before that time had and received by the said Thomas, for the use of the said James; and, being so indebted, he, the said Thomas, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the place, and within the jurisdiction aforesaid, undertook, and faithfully promised to pay the said sum of money last aforesaid, when he should be afterwards required: And also, whereas, afterwards, to wit, on the same day and year last aforesaid, at the place and within the jurisdiction aforesaid, the said Thomas was indebted to the said James, in the further sum of one hundred dollars for money before that time laid out, expended, and paid by the said James for the said Thomas, at his special instance and request; and, being so indebted, he, the said Thomas, in consideration thereof, afterwards, to wit, on the same day and year last aforesaid, at the place, and within the jurisdiction aforesaid, undertook, and faithfully promised to pay the said James the sum of money last aforesaid, when thereunto he should be afterwards required. Nevertheless, the said Thomas, not regarding his promises and undertakings aforesaid, in form aforesaid made, but contriving, and fraudulently intending craftily and subtily to deceive and defraud the said James in this behalf, hath not paid the aforesaid several sums of money, or any part thereof, although so to de, he the said Thomas was thereunto afterwards requested, to wit, on the same day and year last aforesaid, and often afterwards, to wit, at Cincinnati aforesaid; but, to pay the same, or any part thereof, the said James hath hitherto wholly refused, and still doth refuse, to the damage of the said James one hundred dollars, and thereof he brings suit, &c.

JACOB BURNET, *Attorney.*

Pledges: JOHN DOE and RICHARD ROE.

And the said Thomas, by Arthur St. Clair, his attorney, comes and defends the wrong and injury, when, &c., and says nothing in bar or preclusion of the said action of the said James; whereby the said Thomas remains against the said James therein undefended. Therefore, it is considered, that the said James Conn do recover against the said Thomas Doyle, his damages aforesaid, to thirty-three dollars and fifteen cents, together with the seventeen dollars and fifty-eight cents, for his cost and charges, by him about his suit in that behalf expended to the said James, by the court herewith, his assent adjudged, which said damages, in the whole, amount to fifty dollars and seventy-three cents: and the said Thomas in mercy, &c.

Writ of error allowed. Costs, on transmitting record, taxed at two dollars and thirty four cents. Judgment affirmed at March term of the general court, in the year 1802, and remanded for execution to the court of common pleas.

THE STATE OF OHIO, *Hamilton County, sct.*

I, Daniel Gano, clerk of the court of common pleas of said county, do certify that the above is a true transcript of the record in the case above stated, and that the same was remanded from the general court to the court of common pleas for execution.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at Cincinnati, this 23d day of July, 1831.

DANIEL GANO, *Clerk.* [L. S.]

This indenture made the twenty-sixth day of March, in the year of our Lord one thousand eight hundred, between William and Michael Jones, of the town of Cincinnati, in the county of Hamilton, and territory of the United States northwest of the river Ohio, merchants, of the one part, and Thomas Doyle, Jun., of the same place, of the other part, witnesseth: that for, and in consideration of the sum of three hundred and fifty dollars, to them in hand paid, by the said Thomas Doyle, on before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell unto the said Thomas Doyle, his heirs and assigns forever, a certain lot of ground situate in the town of Cincinnati, in the county and territory aforesaid, marked in the general plat of said town, number eighty-six, it being the same lot which the honorable John C. Symmes, and Susan his wife, by their indenture bearing date the thirty-first day of July, 1795, for the consideration of the sum therein mentioned, did grant and convey the same unto Abraham Garrison and his heirs and assigns forever. Recorded in the office for the recording of deeds for said county, January seventh, 1796, in book A, No. 1, page 100: And whereas the said Abraham Garrison, and Lydia, his wife by their indenture bearing date the eleventh day of September, 1799, for the consideration of the sum therein mentioned, did grant and convey the same to the said William and Michael Jones, and to their heirs and assigns forever—reference thereunto being had, will more full appear—together with all and singular the buildings and improvements thereon erected and built, with the appurtenances thereunto belonging, unto the said Thomas Doyle, his heirs and assigns, for his own proper use and benefit and behoof of the said Thomas Doyle, and to his heirs and assigns forever, against them, the said W. and M. Jones, and their heirs, executors, administrators, or assigns, and against all and every other person or persons whatsoever, lawfully claiming or to claim the same, or any part thereof, by, from, or under him, them, or any of them, the said William and M. Jones, and their heirs shall, and will warrant, and forever defend, by these presents.

In witness whereof, the said William Jones hath hereunto set his hand and seal, the day and date first abovementioned.

W. and M. JONES, [SEAL.]

Witness present: JOSEPH PRINCE, JNO. FINLAY.

426

Hamilton County, ss.

Before me, Joseph Prince, one of the justices of the peace for said county, personally appeared William Jones, one of the partners within mentioned, and acknowledged the within indenture to be their act and deed, and desired the same may be recorded as such.

In testimony whereof, I have hereunto set my hand, and affixed my seal, this 26th day of March, 1800.

JOSEPH PRINCE, [SEAL.]

Received the day of date of the within written indenture of the within named Thomas Doyle, three hundred and fifty dollars, it being in full for the consideration money within mentioned.

W. & M. JONES.

Witness: JOSEPH PRINCE, JNO. FINLEY.

Recorded 19th December, 1800.

THE STATE OF OHIO, *Hamilton county, ss.*

I, Griffin Yeatman, recorder within and for the county aforesaid, do hereby certify that the within transcript is a true copy of the original deed from William and Michael Jones to Thomas Doyle, Jun., as is recorded in book D, No. 2, pages 158 and 159, of the records of said county.

In testimony whereof, I have hereunto set my hand and seal of office, this twenty-third day of July, Anno Domini eighteen hundred and thirty-one.

GRIFFIN YEATMAN, *Recorder.* [L. S.]

THE UNITED STATES OF AMERICA, *District of Ohio, sct.*

I, William Miner, clerk of the seventh circuit court of the United States, within and for the District of Ohio aforesaid, do hereby certify the foregoing to be a true examined transcript of the record of a suit lately determined in said court, in which Thomas S. Hinde, and others, were complainants, and Charles Vattier, and others, respondents in chancery, as the same remains of record in my office.

In testimony whereof, I have hereunto set my hand, and affixed the seal of said court, at Columbus, the twenty fifth day of July, in the year of our Lord one thousand eight hundred and thirty-one, and of the American independence the fifty-sixth.

WILLIAM MINER, *Clerk.* [L. S.]

This transcript and seal, $146 66.

R. F. Canfield's evidence.....23.....16
Jos. Cochayne's " .....24.....17
Mr. Deblanc's " .....24.....17
Opinion of the court .....24.....17
Decree of condemnation.....29.....20
Marshal's return thereon.....30.....20
Rule to shew cause why an appeal, &c.....30.....21
Opinion of the court on said rule.....31.....21
Rule dismissed .....35.....23
Clerk's certificate .....37.....23

IN THE MATTER OF THE UNITED STATES, *vs.* EIGHTY-FOUR BOXES OF SUGAR. } U. States' District Court, Eastern District of Louisiana, in admiralty.

To the honorable the Supreme Court of the United States.

Respectfully represents William Tufts & Co. a commercial firm of the city of New Orleans, consisting of William Tufts and of Nathaniel Clark, junior.

That your petitioners are the agents of the proprietors of the boxes of sugar libelled in the above entitled suit, who reside out of this State; that said sugars were imported into this city from the island of Cuba, consigned to your petitioners; that, on their arrival here, they were seized by the officers of the custom house, and libelled by the United States on the admiralty side of the United States' district court for the Eastern district of Louisiana, for an alleged breach of the revenue laws; that shortly after their arrival said sugars were appraised by the two appraisers of the custom house, at $2,602 51, or thereabouts; that said sugars were tried on the aforesaid libel by the honorable Samuel H. Harper, judge of said court, and were by him condemned as forfeited to the United States; that, in virtue of said decree, said sugars were sold at public sale by the marshal, and produced the sum of $2,338 48, leaving $2,150 06 after deducting all costs and charges attending the suit and sale; that, thereupon, these petitioners, always acting on the behalf of the owners of said sugars, did cause a petition to be presented to the said honorable Samuel H. Harper, praying for an appeal from said decree of condemnation to your honorable court, which said appeal was by said Samuel H. Harper refused, on the ground that the value of said sugars was not sufficient to give the right of appeal. In confirmation of all which allegations, your petitioners refer to a duly certified copy of the record of said suit, and particularly to the appraisement, account sales, decree, petition of appeal, and the opinion refusing the same therein contained.

Wherefore, your petitioners pray that a writ of mandamus do issue from this honorable court, directed to Samuel H. Harper, judge of the district court of the United States for the district of Louisiana, ordering him to grant an appeal in the premises; and as in duty, &c. by

C. M. CONRAD,
Proc. for Claimts'.

428

Personally appeared before me, Nathaniel Clark, junior, one of the firm of Wm. Tufts & Co. who made oath the facts stated in the foregoing petition are true and correct.

NATHL. CLARK, Jr.

Sworn to before me this 13th July, 1831.

L. M. DAVIDSON, *Deputy Clerk.*

NEW ORLEANS, *July* 12, 1831.

To his Hon. SAMUEL H. HARPER,
Judge of the U. S. district court, district of Louisiana.

SIR: Please take notice, that, on the 2d Monday of January next, or as soon thereafter as counsel can be heard on the application, a motion will be made to the honorable the Supreme Court of the United States, on behalf of the owners, of 84 boxes of sugar, condemned by you as forfeited by a decree in admiralty rendered by you in suit of the docket of said court, entitled 'United States *vs.* 84 boxes of sugar, marked B.'; for a mandamus to be directed to you, to grant an appeal from said decree to the said Supreme Court, when and where you may oppose said motion if you think proper so to do.

By C. M. CONRAD, *Proc. for claimants.*

I acknowledge the receipt of the above letter.
13*th July*, 1831. SAM. H. HARPER.

NEW ORLEANS, *July* 13, 1831.

JOHN SLIDELL, Esq.:

SIR: Please take notice, that, on the 2d Monday of January next, or as soon thereafter as counsel can be heard on the application, a motion will be made to the honorable the Supreme Court of the United States, on behalf of the owners of 84 boxes of sugar, condemned by a decree in admiralty, rendered by the Hon. S. H. Harper, judge of the district court for the Louisiana district, in suit No. of the docket of said court, entitled, United States *vs.* 84 boxes of sugar, marked B., for a mandamus to be directed to said judge to grant an appeal from his said decree; when and where you may cause said motion to be offered if you think proper.

By C. M. CONRAD, *Att'y for claimants.*

July 14th. Served copy of the above on John Slidell, Esq., district attorney.

L. C. BACON, *Dep. Marshal.*

COURT OF THE UNITED STATES, EASTERN DISTRICT OF LOUISIANA.

Be it remembered, that, on the second day of March, in the year of our Lord one thousand eight hundred and thirty-one, into the district court of the United States for the eastern district of Louisiana, came the United States of America, by John Slidell, Esq., their attorney for said district, and filed the following libel:

To the honorable Samuel H. Harper, judge of the district court of the United States, for the eastern district of Louisiana.

The libel of the United States of America, by John Slidell, their attorney for said district, gives the court to understand and be informed, that,

since the 28th day of February, 1831, and before the filing of this libel, to wit, the 2d March, 1831, Martin Gordon, collector of the customs for the district of Mississippi, did cause to be seized on waters navigable from the sea, by vessels of more than two tons burden, to wit, at the port of New Orleans, on the river Mississippi, in the district of Mississippi aforesaid, and within the jurisdiction of this court, 84 boxes of sugar, marked C 1 *a* 84, and 71 boxes of sugar, marked B 1 *a* 71, for this: that the schooner New Packet, having arrived at the port of New Orleans aforesaid, having on board goods, wares, and merchandize, consigned to William Tufts & Co., merchants, of New Orleans; that the said goods, wares, and merchandise, were by them entered at the custom-house of the said port of New Orleans, and an invoice thereof presented to Martin Gordon, collector of the customs for the district of Mississippi, who thereupon ordered said goods to be opened and examined according to the provisions of the revenue laws; that upon such opening and examination of the said boxes of sugar, the same were found to differ in their contents from the entry aforesaid, the same having been entered as containing brown sugars, when in fact, the sugar contained therein was white sugar, and subject to a higher rate of duty, contrary to the form of the statute in such case made and provided. TheUnited States allege that, by reason of the premises, the said goods, wares, and merchandize, have become forfeited. They pray that the proper admiralty process may issue against said goods; and that after monition and other due proceedings had, that the same may be decreed to be forfeited and condemned; and that the same be sold, and distribution be made thereof according to law; and that all other and further relief may be given, which to justice and equity may appertain.

JNO. SLIDELL, *Dist. Attorney.*

And afterwards, to wit, on the day and year aforesaid, the following warrant of seizure was issued from the clerk's office, to wit:

The President of the United States of America, to the Marshal of the eastern district of Louisiana, or to his lawful deputy, greeting:

You are hereby commanded forthwith to seize, and into your possession take, 155 boxes of sugar, marked C No. 1 to 84, and B 1 to 71, now libelled by the United States, in the district court of the United States for the eastern district of Louisiana, and that you cite and admonish the owner or owners, and all and every other person or persons having, or pretending to have, any right, title, or interest in or to the same, to be and appear before a district court for the district aforesaid, to be holden at the city of New Orleans, on or before the 18th day of March, 1831, to shew cause, if any they have or can, why the said 155 boxes of sugar should not be condemned and sold agreeably to the prayer of the libellants, and how you shall have executed this warrant, that you make return according to law.

Witness the honorable Samuel H. Harper, judge of said court, this 2d day of March, Anno Domini 1831, and 55th year of the independence of the United States.

[L. S.] F. W. LEA, *Clerk.*

Upon which warrant the marshal made the following return, to wit: by virtue of this warrant, I have seized 155 boxes of sugar as mentioned herein, which I found in possession of M. Gordon, Esq. collector; on the same day

429

took inventory, and published monition on the 3d inst., and returned into court same day.

J. NICHOLSON, *U. S. Marshal.*

And afterwards, to wit: on the 7th day of March, 1831, came Juan Costa, by Tryon and Harris, his agents, and filed the following claim, to wit:

To the Hon. the District Court of the United States, in and for the Eastern District of Louisiana.

Tryon and Harris, a commercial firm established at Matanzas, in the Island of Cuba, and the members of which reside at Matanzas, humbly shew: That they are agents of Juan Costa, owner of eighty-four boxes of sugar, marked C. 1 *a* 84, shipped for account of the owner by these claimants, and consigned to Wm. Tufts & Co. of this city, which have been libelled in this hon. court, at the suit of the U. S., for a pretended false entry thereof at the custom house of this port.

Wherefore, they come into court by their attorney, and claim said boxes of sugar, as agents of the owner thereof, and except to said libel for this: that the said libel avers the seizure of the said boxes of sugar to have been made on waters navigable from the sea by vessels of ten tons burden and upwards, and prays for admiralty process against the same: whereas, said seizure was made, either in whole or in part, on land, and the court of admiralty has no jurisdiction thereof.

Wherefore, they pray that said libel be dismissed, and in case said exception be overruled, then these claimants deny that any fraud was intended to be practiced on the revenue. They deny that there was any falsehood in the entry, and aver that the sugar contained in said boxes is in fact brown sugar, as it was invoiced and entered, and is so known and denominated in common parlance, and according to commercial usage and the practice of custom houses in the U. S.: and further, even if this fact should be found otherwise, and the court should decide the said sugar to be *white sugar*, these claimants aver that they have acted in good faith, and without any design to practice deception or fraud, but that the same was done by mistake, and because it was their belief and opinion, that said sugar was properly called brown sugar, and was so called by the general custom of merchants.

Wherefore, they pray that said libel be dismissed, and said sugar be restored to them, and that they have all such other relief as their case may require, and to equity may appertain; and as in duty bound, &c.

by C. M. CONRAD, *Proctor.*

Personally appeared, Wm. Tufts, one of the firm of Wm. Tufts & Co., who, having been duly sworn, says: that he is consignee of the sugars, libelled in this case, and that the material facts stated in the foregoing claim are true, to the best of his knowledge and belief.

WM. TUFTS.

Sworn to before me, this 7th March, 1831.

L. M. DAVIDSON, *Deputy Clerk.*

And afterwards, to wit: on the 28th day of March, 1831, the following entry was made on the minutes, to wit:

In vacation, 28th March, 1831.

The UNITED STATES,
vs.
155 BOXES OF SUGAR.

By virtue of a written order from the district attorney, this suit is discontinued, so far as regards 71 boxes sugar, marked C.

And afterwards, to wit: the following appraisements were filed in the clerk's office, to wit:

The undersigned, appointed appraisers of seventy boxes sugar, marked B, numbered one to seventy-one, do appraise the same at the sum of twenty-one hundred and sixty-three dollars and four cents.

R. F. CANFIELD,
C. B. PENROSE.

Sworn to before me, this 9th March, 1831.

F. W. LEA, *Clerk.*

The undersigned, appointed appraiser of seventy boxes sugar marked B, number 1 *a* 71, do appraise the same at the sum of one thousand six hundred and twenty-two dollars and twenty-eight cents.

27,038 lbs. *a* 6 cts. $1,622 28.

J. W. ZACHARIE.

Sworn to before me, this 9th March, 1831.

L. M. DAVIDSON, *Deputy Clerk.*

And afterwards, to wit: on the 12th day of March, 1831, the following testimony was taken by consent of parties, to be read in evidence on the trial of the cause, to wit:

U. S.
vs.
155 BOXES OF SUGAR. } U. S. District Court, Eastern District of Louisiana.

Testimony taken by consent, to be read on the trial of this cause.

Samuel McLean says, he is a resident of this place, and leaves here this afternoon for the Havana: has been engaged, for the last sixteen years, in the buying and selling of sugars here and elsewhere, and professes to be a judge of the different qualities and descriptions of sugar. Deponent says he has seen the sugars libelled in this case; that is, he has examined as many of the boxes as he could conveniently get at, and as would enable him to form an average idea of the whole lot: says he has seen sugars of a better quality and of a lighter color, entered in the custom houses of Charleston and New York as brown sugars. If he had an order for the purchase of white sugars, he never should purchase *them* as white sugars.

Cross examined.

Has resided here about a year; is attached to Mr. Goodale's refinery, and has not purchased any Havana sugar since his residence here. They have purchased but little Havana sugar since he has been attached to the refinery; they have mostly used Louisiana sugars at the refinery. Is now going to Havana, as the agent of Mr. Goodale, for the purpose of making arrangements for the purchase of sugars for the refinery, it

he can do so advantageously. He examined, he thinks, 12 or 15 boxes of the two marks—B and C he thinks were the marks: thinks he examined about an equal quality of each. Says he has done nothing else for sixteen years, than purchase and sell sugars. That the universal mark for white sugars in Havana, is the letter B for *blanco;* and the mark for brown, Q: that white sugars pay 4 cents duty, brown sugars 3 cents. He does not know by what authority the collectors at New York and Charleston entered the sugars as brown: he thinks it was invoiced as white, and entered as white; and after examination, allowed to pay duties as brown. He cannot speak positively, however, as to the entry at the custom house, as he did not attend personally to that part of the business. He examined the sugars at the request of Mr. Tufts. In examining the sugars, he did not examine particularly whether the boxes were marked B and C.

SAM. McLEAN.

Sworn to before me, this 12th March, 1831.

F. W. LEA, *Clerk.*

And afterwards, to wit: on the 16th day of March, 1831, the following deposition was filed in the clerk's office, to be read in evidence in said cause, to wit:

U. S. DISTRICT COURT, EASTERN DISTRICT OF LOUISIANA.

UNITED STATES,
vs.
155 BOXES OF SUGAR—TUFTS, *et al.* Claimants.

Testimony taken by consent, to be read on the trial of this cause.

Wm. A. Archibald having been duly sworn, deposeth: that he has considerable experience in sugar, and is tolerably acquainted with their different qualities. Says he has seen and examined between forty and fifty boxes of the sugar that has been libelled in this case, and is now in the custom house: he should call this sugar *very superior brown.* If he had orders to purchase *white* sugars, he certainly should not purchase this as such; he saw boxes of both marks. He has resided in the West Indies, and been concerned in sugar estates there. He should say this sugar was about equal to the unclayed Porto Rico sugar made on the estate of himself and brother: they use a particular process. If any thing, this is inferior to it. Says he has now in his possession unclayed sugars that are at least of an equal quality to this. He has purchased a good deal of sugar in New York, having been formerly interested in a refinery there. He thinks this sugar would be called there *very superior brown;* he certainly does not think it could be called *white.* It frequently happens that the boxes are marked on the estates where the sugars are made. When he says that these sugars would not be called white, he only means that he does not think that they would bring the price of white, and does not know under what denomination they would pass the custom house in New York. Says that among the boxes he examined, there was one of a quality superior to the others, but he thinks it probable that it was composed of the heads of moulds scraped off. The tops are always superior to the other parts.

W. A. ARCHIBALD.

Sworn to in open court, this 16th March, 1831.

F. W. LEA, *Clerk.*

And afterwards, to wit: on the 31st day of March, 1831, the following entry was made on the minutes, to wit:

Wednesday, 31st March, 1831.—Special court; present—Hon. Samuel H. Harper.

The UNITED STATES, *vs.* 84 BOXES OF SUGAR.

This cause came on this day to be heard before the court, by consent of parties, when, after considerable progress in the cause, the further consideration thereof was postponed till to-morrow at 10 o'clock, A. M. On the trial of this cause, the claimants objected to the witnesses, Snulser and Bertrand, (two officers of the customs) detailing the conversation they had with Wm. Tufts, on the ground that it was hearsay, and that he had no authority to bind the claimants by any admissions, and that said Tufts was in court, and ready and willing to testify in the matter, if required.

And afterwards, to wit: on the trial of this cause, on the day and year aforesaid, the following documents were introduced in evidence on the part of the United States, to wit:

Document No. 1.—Shipped in good order and well conditioned, by Tryon and Harris, on board the schooner called the New Packet, whereof Ellis H. Burll is master, now lying in the port of Matanzas, and bound for New Orleans, to say: eighty-four boxes of sugar, being marked and numbered as in the margin, and are to be delivered in the like order and condition, at the port of New Orleans, (the dangers of the sea only excepted,) unto Messrs. W. Tufts & Co. or to their assigns, he or they paying freight for the said sugar, at the rate of one dollar and a half per box, with five primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to four bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

C 1 *a* 84

Dated in Matanzas, the 11th day of February, 1831.

ELLIS BURLL.

Document No. 2.—*Invoice of brown sugar shipped by Tryon & Harris, on board the schooner New Packet, Ellis H. Burll, master, bound for New Orleans, by order of Don Juan Costa, for account and risk of whom it may concern, and consigned to Messrs. Wm. Tufts & Co.*

84 boxes brown sugar—		
C 1 *a* 84—84 boxes wg. net 35,695 lbs. *a* 5*c*	$792 3	
Boxes *a* 26*m*	273	
		1,065 3
CHARGES.		
Duties at 207*c* per box, and 1 pr. ct. Balanza	175 5	
Labor, wg. cartage, &c. - - -	21 0	
		196 5
		$1,262 0
Commission 2½ pr. ct. - - - -		29 0½
Total amount - - -		$1,291 0½

MATANZAS, 11*th February,* 1831.
Errors excepted.

TRYON & HARRIS.

431

Document No. 3.—Entry of merchandise imported by William Tufts & Co. in the schooner New Packet, whereof Burll is master, from Matanzas, on the 28th day of February, 1831.

Marks.	Numbers inclusive.	Packages and contents.	Value, subject to specific duties.	Total amount of invoice.
C	1 *a* 84	84 boxes brown sugar	$1,291 06	1,291 06
B	1 *a* 71	71 " " "	1,360 93	1,360 93
A	1 *a* 21	21 bags coffee		
B	1 *a* 22	22 " "		
A	1 *a* 28	28 " "		
SL	1 *a* 32	32 " "	2,841 18	2,841 18
LA	1 *a* 43	43 " "		
AB	1 *a* 15	15 " "		
JB		26 " "		
C		10 " "		
S_{no}		106 " "	1,546 37	1,546 37
		1 hhd. molasses sirup	21 50	21 50
Clark		2 bbls. oranges, 800		
		4000 loose		38
		12 bundles banannas		
		4 parrots		
NO		37 bags coffee		

I, William Tufts, do solemnly and truly swear, that the invoice and bill of lading now presented by me to the collector of the district of Mississippi, are the true and only invoice and bill of lading by me received, of all the goods, wares, and merchandise imported in the schooner New Packet, whereof Burll is master, from Matanzas, for account of any person whomsoever, for whom I am authorized to enter the same; and that the said invoice and bill of lading are in the state in which they were actually received by me; and that I do not know or believe in the existence of any other invoice or bill of lading of the said goods, wares, and merchandise; that the entry now delivered to the collector contains a just and true account of the said goods, wares, and merchandise, according to the said invoice and bill of lading; that nothing has been, on my part, nor to my knowledge on the part of any other person, concealed or suppressed, whereby the United States may be defrauded of any part of the duty lawfully due on said goods, wares, and merchandise; and that if any time hereafter, I discover any error in the said invoice, or in the account now rendered of the said goods, wares, and merchandise, or receive any other invoice of the same, I will immediately make the same known to the collector of this district.

WM. TUFTS.

Sworn to this 28th day of February, 1831, before me,

P. E. HATREL, *Deputy Collector.*

Document No. 4.—Port of New Orleans.—To the Inspectors of the Port.

We certify that Wm. Tufts & Co. has paid, or secured to be paid, the duties on merchandise contained in the following packages, in conformity to the entry thereof of this date; which merchandise was imported in the schooner New Packet, Burll, master, from Matanzas. Permission is accordingly given to land the same, viz:

C 1 *a* 84 eighty-four boxes brown sugar.
B 1 *a* 71 seventy one " " "
A 1 *a* 21 twenty-one bags coffee.
B 1 *a* 22 twenty-two do.
A 1 *a* 28 twenty-eight do.
SL 1 *a* 32 thirty-two do.
LA 1 *a* 43 forty-three do.
AB 1 *a* 15 fifteen do.
JB twenty-six do.
O ten do.
one hhd. molasses syrup.
ten bbls. oranges, 800.
four thousand loose oranges.
twelve bunches bannanas.
four parrots.
NO. thirty-seven bags coffee.

Custom House, 28th February, 1831.
P. E. HATREL, *Deputy Collector.*
P. K. WAGNER, *Naval Officer.*

And afterwards, to wit: on the day and year aforesaid, at the trial of said cause, the following testimony was reduced to writing, and read in evidence in said cause, to wit:

Testimony on the part of the United States.

The UNITED STATES, *vs.* 84 BOXES OF SUGAR. } Special Court, 31st March, 1831.

Mr. Bertrand being sworn in open court, deposes: that he is the weigher of the custom house: that he attended to the weighing of the sugar seized in this case: that after a part of the sugar had been landed, he ascertained that the quality of the sugar did not agree with the entry; that is, it was white, when it was entered as brown; upon which deponent informed the collector of the fact. The sugar now libelled was on board the vessel when it was seized: the sugar was seized on the day of February, the 2d day after the vessel began to discharge her cargo. The vessel was the New Packet, from Matanzas. Deponent was engaged at the time in weighing 71 boxes of sugar, marked C. Deponent took samples from 2 boxes, and sent to the collector: 71 of the boxes, marked C, were then on the Levee. Deponent found the said sugars to be white: the boxes of sugar were unusually tight. Had not deponent's attention been particularly attracted to the sugar, it might have passed without notice: deponent discovered its quality by accidental leakage. Deponent is a judge of sugar, and does not hesitate to

pronounce the sugar white: he was confirmed in this belief, by discovering that the marks on the boxes had been changed from B to Q. The sugars in Havana are always marked with B for white, and Q for brown sugar. 2 of the boxes had the letter B still on them. White sugars might be entered as brown, and passed as such, unless suspicion was excited. Deponent has been in the custom house since 1829, and has never seen such sugars as these entered as brown; they have always been entered as white, and paid duties as such. Witness always sees the permits for the delivery of goods which require to be weighed.

Cross-examined.

Deponent has had experience in the qualities of sugars before he entered the custom house; deponent has known sugars of this, and even inferior quality, entered as white sugar, and paid duties on them. Deponent says the sugars marked C. are the best; deponent first observed the quality by the rolling of the boxes; deponent then bored some of the boxes, and found the sugar white. The boxes were generally nailed better than usual, but saw nothing extraordinary about them: deponent did not examine more than a half dozen of the boxes.

Examination in chief resumed.

Deponent being shown the samples of sugars, says that he does not hesitate to pronounce the sugars white; some of the boxes are inferior to the others; some of them he considers good white sugars, and others of inferior quality. Deponent told Mr. Tufts, soon after the sugar had been seized, that it had been ordered to the custom house. Mr. Tufts took a sample from one of the boxes, and observed that it was white, but that there was some mistake in it; that deponent had no further conversation with Mr. Tufts on the subject. Deponent is in the habit of boring a few boxes of every lot which he weighs.

C. B. Penrose, being duly sworn, deposes: That the samples of the sugar produced in court, are taken from the boxes of sugar now seized, and are fair samples of its quality.

Mr. Smelser deposes: That he is an Inspector of the Customs, and was ordered to attend the discharge of the cargo of the schooner New Packet. Mr. Bertrand told deponent after he had been some time on board the vessel, that the sugars would be seized and sent to the custom house; at that time there was upwards of eighty boxes of sugar on board. Deponent has never bored boxes of sugar to ascertain the quality. Deponent would not have discovered the quality of the sugar except from accident; one of the boxes broke open, by which deponent ascertained that the sugar was white. Mr. Tufts told deponent, when deponent showed him a sample of the sugar from one box, that it was certainly white sugar, and that he was willing to pay the duties on it as such.

Cross-examined.

Deponent does not recollect that any thing further took place between him and Tufts, except that Tufts said that some of it was brown. When deponent showed Tufts the sample of the sugar, he said he was willing to pay the duties on it as white sugar. Does not recollect that Mr. Tufts told deponent that there was some mistake, and that no fraud was intended.

Mr. S. Cuculler, sworn, says: That he is a merchant, and has been, and is, extensively engaged in the importation of sugars; has imported many thousand boxes of white and brown sugar; has imported sugar extensively. Being shown the samples of the sugar seized, he says, that in his opinion, the mass of the sugar is white sugar; that there are a few samples of brown. Deponent says that he has frequently imported sugar of this kind, and is positive, that the sugar shown him is white. Being shown the invoices, and asked whether he did not think the sugars were invoiced lower than at the usual price of sugars at the Havana? Says he does not think they were; that at this time the planters are in want of money, and sugars are consequently sold very low. Deponent says that the price of brown Havana sugar in New Orleans, is from 6½ to 7 cents; that the best Louisiana sugar can be obtained here for 5½ to 5¾ cents. Deponent states, that when a planter in Cuba sends his sugar to market, he marks on the boxes containing white sugar, the letter B. and on brown, the letter Q.; that it would be considered a species of fraud, if a planter marked brown sugar as white.

F. Tio, being sworn, says: That he has been a merchant a long while in New Orleans, and has imported a great deal of sugar from Havana. Deponent considers that the sugars shown him is white, but that the greater portion is bad, and some of the sugar he considers as ordinary brown. Says he has now on hand, 30 boxes of sugar, which were entered and paid duties as white, which are not as good as the sugars shown him; says that he asks 9 cents for his sugar, and if itwas good brown, he could sell it for 8 cents. He has often received such sugar invoiced as white, and has paid duties on it as such: deponent states that the planters in Cuba, mark white sugar with the letter B, and brown sugar with the letter Q.

Cross-examined.

Deponent states: That he has written and complained to his agent for not having sent him good white sugar, when he had sent him bad sugar, which he could not sell for the price of white, or as good brown; and that he has paid the duties on it as white sugar.

Mr. Dufein, being sworn, says: That he has been forty-five years engaged in selling sugars. Deponent states that the sugars shown him is white clayed sugar; that there are several qualities of white clayed sugar; that there is very little of first quality sugar among those shown him.

Cross-examined.

Deponent considers that the whole of the sugars shown him is white; that brown sugar is distinguished from white by a reddish cast.

Mr. Suarez, being sworn, says: That he is engaged in the commerce here, and has been in Havana, and has just received a large quantity of sugar. Says that a portion of the sugar shown him has been white, but, being very old, it has become worse than brown; says he would not purchase it for white sugar, and considers it all as brown sugar. Two specemins being selected and shown him by the District Attorney, he says that it is white sugar, but ought not to be received as such, on account of its being of a bad grain, and very old.

J. H. Shepherd, being sworn for claimants, says: That he has seen the boxes of sugar from which the specimens are taken; has had some transactions in sugars, but has had but little to do with Havana sugar; saw only 4

or 5 boxes: did not think that those he saw were white sugar; there are some of the samples which he would not hesitate to call brown; he would not purchase any of it as white.

Cross-examined.

Deponent says that many of the samples look like white sugar, but that he considers it of an inferior quality. Being asked if any one should have come to him two or three months since, and asked him the quality of the sugar, he should have said it was white; but that since that time, he has had some experience in the quality of white sugar, and he should not now call it white. He says he has been in treaty with Mr. Tufts for the sugar, and would have given him eight cents a pound for it, but some of it he would not have given so much for; the price of Louisiana sugar is 5 to 5¼ cents per pound. Being shown a price current, says that they exhibit a fair statement of the usual relative prices of sugars in New York; they are marked C and D. For eight or ten years deponent has had very little to do with Havana sugars, till within a few weeks.

R. O. Pritchard, sworn for claimants, says, that he has seen the sugar seized, and has no hesitation in pronouncing the sugar to be brown. There may be some boxes in it which he has not seen that are white: says that he has had a good deal to do with sugar for the last ten years; he has seen none of the sugar in this lot that is not brown; he took ten samples indiscriminately from the boxes, some of them are whiter than others. Being shown a specimen which he says is the fairest in the lot, he says he might have been induced, three or four months past, to buy it as very inferior white, but that, since then, he has had his eyes opened, and he would not now buy it for white. He would never have purchased any part of it for white if it had been presented in a lot with the other. Says that the lot presented together to a merchant would not be received as white.

Cross-examined.

Says, that he has never imported any sugar from Havana, but has had considerable experience in buying and selling Havana sugars: he deals principally in the sugar of this State: says, that he does not consider any of the sugar seized as white sugar; some samples are fairer than others: says, that the most inferior of a lot of fine Attakapas sugar is better than the best of the present lot.

J. W. Zacharie, sworn for claimants, deposes, that he has examined the sugar seized in this case; that he has been, since 1815, engaged in the importation of Havana sugars, and is now engaged in that business: says, that he should not call it white sugar; had he been ordered to purchase white sugar, he would not have purchased this lot. Deponent says, if he had entered these sugars as brown, he would not have considered himself as practising a fraud on the Government: says, that there are three or four processes of making white sugar, and says, that this lot may have gone through one or two of them: deponent says, that white sugar is first made in loaves and broke up and put into boxes: that this sugar never could have gone through this process. Deponent says, that, according to the commercial usages of this place, none of this sugar would be called white: deponent says, that he has seen domestic sugar whiter than any of the present lot: deponent says, that he has imported more sugar to this market than any merchant of the place: says, white sugars have fallen a little since these sugars

were imported; the brown Havana sugars are generally whiter than the brown of this State: deponent says, that good brown Havana sugar is now worth about seven cents here: deponent was one of the appraisers appointed by the court to appraise the sugars: deponent differed in opinion, as to the value of the sugar, with the appraisers of the Government: deponent's appraisement was introduced in evidence: says, that the present lot of sugar has not the grain of the Havana sugar, and, indeed, no grain at all.

A. Fiske, sworn for claimants, says, that he has been extensively engaged in the importation of West India sugar, and has, also, resided in Havana five or six years: deponent has examined the samples of the sugar seized, and says, of those marked B, four are ordinary white and fifteen brown, and of the C, four ordinary white and three brown, of those he has examined: he has imported sugars superior to the best white of this lot at Boston, and only paid the duties on brown. Deponent says, that the marks which are placed on sugars in Havana, depend, very much, on the fancy of the planters: some would not have marked these sugars with a B, others would, in order to get a little more for them: deponent does not think these sugars worth as much as good Havana brown by twenty per cent.: deponent has known the marks put on sugar by planters, altered without any intention of fraud. Deponent says, that, in manufacturing sugars, there are three grades: the first is ordinary brown, the second good brown, and the third good white, and, towards the last of the crop, it becomes inferior. He says, three years ago, he knew sugar of superior quality to the present, imported as brown sugar; it is very difficult for an importer to know, before hand, how his sugar will be classed. Deponent says, that, at Boston, the officers of the custom house might be more liberal to the merchants than at New York, and at New Orleans they might be more liberal than at either. Deponent says, that, at Boston, it would make no difference whether they were entered as white or brown, as being unfit for the consumption of the country, they would be exported. There was a shipment of one hundred boxes made to Philadelphia on deponent's account from Havana, invoiced as white, and eighty of them, or thereabouts, all of which were superior to the best of these, paid duty as brown.

Cross-examined.

Deponent says, that the degree of liberality with which sugars are classed in different ports in the north, varies according to the opinion of the surveyors. Deponent states that the whitest of the present lot ought to be worth, in Havana, seven reals: he supposes that, taking the whole of the lot together, they would be worth from four to five reals: the price of sugar in Havana has raised but little in the last three months: the fairest browns would be five reals, and the price generally in Matanzas is half a real cheaper. Deponent considers that, which is not ordinary white sugar, is second quality brown sugar: he considers the parcel marked C, much the best: deponent says, that, in many instances, sugars, which have been invoiced as white, have been entered at Boston as brown. Deponent says, that when the qualities of superior brown and inferior white approximate, a very fair difference of opinion may exist as to the quality: he says, that a parcel of the same quality of sugar as was sent to Boston, entered as brown, was also sent to New York, and there refused to be entered as brown.

Mr. Grant sworn for claimants, says, that he has had great experience in white Havana sugar for a number of years: says, that he has examined

the samples of the sugar; his opinion is, that a majority of them are brown sugars: there are, perhaps, a few boxes of white: deponent says, he would not purchase them as white: says, that his house has frequent orders to purchase white sugars. Deponent has never imported sugars from Havana, but he has frequently examined them there.

A. R. Taylor, sworn for claimants, says, that he thinks the majority of the sugars of this lot are brown, and some so near approaching white, that he could not call them brown or white: deponent thinks some of the sugars are very much like white, but he has but little confidence in his judgment of Havana sugars: deponent says, it is much a matter of opinion as to the difference between superior brown and inferior white.

Joseph Cockayne, sworn for claimants, says, that he has been largely engaged in the sugar business: he is a merchant in this place; is not now engaged in the importation of sugar, but was so several years ago in Boston. Deponent has examined the samples of the sugar seized, and that the large majority of it is brown; some of it, however, approaches so near to white, that he does not know whether to call it white or brown: says, that had the sugar been consigned to him, he thinks he should have entered it as brown: says he cannot rely sufficiently on his judgment to say whether three or four boxes are not white: says, that he assisted in taking samples of the sugar.

And afterwards, to wit: on the 1st day of April, 1831, the following entry was made on the minutes, to wit:

Thursday, 1*st April*, 1831.—Special court; present—Hon. Sam. H. Harper.

The United States,
vs.
84 Boxes of Sugar.

This cause came on this day for further hearing before the court. It is admitted that, of the specimens exhibited in court, being 26 in number, 10 were produced by the claimants, and, 6 by the Government; and that they were taken indiscriminately from the 155 boxes marked B and C; when, after hearing the evidence and arguments of counsel, the court took time to consider.

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And afterwards, to wit: on the trial of the said cause on the said 1st April, 1831, the following testimony was taken and reduced to writing, and read in evidence in the said cause, to wit:

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April 1*st*, 1831.

The United States,
vs.
84 Boxes of Sugar.

Mr. S. Cueuller being sworn, says: that among all the specimens of sugars in court, being about 26, shown him, there are but 3 specimens which could pass for white sugars, and they are very inferior. Deponent says, that if he had a consignment of such sugars to enter, he should enter them as brown, with the exception of the 3 samples above mentioned. Deponent says, about 3 months ago, he had a consignment of about 20 boxes of similar sugars to those in court, from St. Jago de Cuba, and entered them as

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brown; they were invoiced as white, but upon examination of them, he thought they were not such as would be denominated white in the U. S.: he accordingly requested the surveyor to examine them, and the surveyor was of opinion that 17 boxes of them ought to be entered as brown, as also of several other custom house officers. This was reported to the collector, who refused to permit them to pay the duties of brown, but ordered the duties to be calculated on them as white, and which deponent paid. Deponent states, that it is the opinion of hundreds of merchants that sugar of this kind is brown, and is so admitted in all the other ports of the U. S. Deponent says, that according to his commercial experience, derived from various sources, he should say that these sugars would be classed as brown in this port, and throughout the U. S.

Cross-examined.

Deponent has never been in any of the northern cities; has never had sugar sold there: that he has never been concerned in importations into any other port than New Orleans: that his knowledge of the commercial usage of other places is derived from conversations with merchants, and from seeing price currents. Being shown the same samples mentioned in the examination in chief, he designates 7 of them as white sugar; but says they are of an inferior quality. Deponent says, that sugar from St. Jago is inferior to that from Havana.

The examination of J. W. Zacharie being resumed, he says that he has seen the boxes in which the sugar was imported, and that they did not appear to be different from those in which sugars are usually imported. He saw nothing about them which indicated an intention to conceal any thing: that there were many cracks in the boxes. Deponent knows the claimants of the sugars: that they are gentlemen of respectability, and both Americans. Deponent being asked, what he meant by that part of his answer yesterday, in which he stated that the sugar had no grain, he says that he meant to say, that the sugar had very little grain.

The examination of R. O. Pritchard resumed.

Deponent states that he has just examined the boxes in which the sugar was imported; that there is nothing unusual in the appearance of the boxes; some of them have large cracks in them.

Cross-examined.

Deponent states that the highest prices which he has known to be given for fine Attakapas sugar, is 6 cents per pound.

R. F. Canfield sworn for the United States: that he has seen the samples taken by Mr. Tufts, Mr. Pritchard, and Mr. Cockayne; that they were taken from the boxes about the centre of the store, which deponent thinks to be the worst of the sugar. Deponent being shewn a sample of sugar from Mr. Le Blanc and Delavillebeure, stated to be from the refinery of Mr. Goodale, and which deponent states is selling at 13 cents; he says it is not near so white as some of the samples of the sugars seized in this case.

Cross-examined.

Deponent states that among the samples shewn him among the sugar seized, there are 10 samples out of 26 as white as the sugar from Mr.

Goodale's refinery; that the balance of the samples are very near as white, but not quite. Deponent states that he considers the balance of the samples as brown; does not know of what sugar the loaf of sugar produced from the refinery is made. Deponent went last night to Messrs. Le Blanc and Delavillebeure, at his own instance, to get the loaf of sugar, in order to compare it with the sugars seized. Deponent is an appraiser of the custom house.

R. O. Pritchard, being again called: states that he was one of the persons who bored the sugar and assisted in taking the samples; that the samples were taken indiscriminately from the boxes, and that all the boxes were bored in his presence; he does not think they were bored before.

Joseph Cockayne again called: states that the boxes were bored partly by Mr. Tufts, and Mr. Blois who is absent. After boring five or six boxes, deponent observed to Mr. Tufts that they had enough samples to satisfy themselves; but Mr. Tufts stated that he wished to get a fair specimen of the whole; whereupon, they bored 6 or 8 more. Deponent states that Mr. Canfield was not present when he assisted in boring the boxes.

Mr. Deblanc being sworn on the part of the claimants, states: that the sugar which Mr. Canfield got from his store, is the worst kind of sugar which Mr. Goodale makes.

Cross-examined.

Deponent being shewn the 10 best samples in court, states: that they are good white sugar, and no man can say to the contrary. Being shewn the remainder of the samples, he says that they are inferior white. Deponent buys a good deal of sugar, and has a good deal of experience in it.

And afterwards, to wit: on the 9th day of April, 1831, the court delivered its opinion in the words and figures following, to wit:

The UNITED STATES,
vs.
84 BOXES OF SUGAR.

The sugar in this case has been libelled by the United States, under the 67th section of the duty act of 1799. It is contended on the part of the libellants, that it is *white*, and not *brown* Havana sugar, under which latter denomination it was invoiced and entered at the custom house; they therefore ask for its condemnation and forfeiture. Wm. Tufts, as agent of Tryon and Harris, merchants of Matanzas, (who are alleged to be the agents of Juan Costa, of the island of Cuba, and owner of said sugar,) has filed a claim in their name, in which it is affirmed that no false entry has been made, and that the sugar is really brown; and this is the chief, if not the sole question to be decided; a question, though apparently easy of solution, has been involved in some doubt, owing to the contradictory testimony of respectable witnesses who have been examined on the subject; some affirming that the sugar is all *white*, about an equal number asserting that it is *all brown*, while others are of opinion that it is partly white and partly brown. These conflicting opinions are made up from an inspection of samples of the sugar exhibited in court. If this question were to be determined by the organ of sight alone, I apprehend the mass of this sugar would clearly be comprehended in the class of *white*, which, according to the doctrine of colours, consists of different shades; as, for example, pure or snow white, whitish or dirty

white, milk or bluish white, amaanthus white or grayish white, ivory or yellow white, *parzellan* or reddish white, and chalk or brownish white. In all these shades, white is the predominant colour, or *appearance*, to speak more philosophically. When the substances of white and brown are put up in contrast, no one can hesitate in pronouncing upon the color of each; but when, by combination of other colors, they are made to approximate to each other, it is then very difficult to discriminate between them; and that, I confess, is the case in my view, with respect to a small portion of the samples exhibited: but, with regard to the mass of it, testing it by mere color or appearance, without respect to the quality usually attributed to white sugar, I should be obliged first to distrust my sight altogether, before I could pronounce it to be brown. The case respecting tea, reported in 9th Wheaton, has been cited to shew that this sugar must be tested by commercial usage, and not by simple inspection. To that course I have no objection; but still, what would be called, in common parlance, among commercial men, is not settled by the evidence, for it is directly contradictory on that point. I must therefore arrive at some judgment on the subject, by the aid of such light as the case affords.

The act of Congress of the 27th of April, 1816, which imposes a duty on foreign sugars, contemplates four kinds, viz.: *brown, white powdered, lump and loaf* sugar. If this belongs at all to the class of white, it is what the act calls "white clayed or powdered sugar," which pays a duty of four cents per pound. From the best information I have been able to obtain, brown sugars here are produced by the simple process of boiling; while those called white, in the popular acceptation of the term, cannot be produced without some chemical process, by which they are refined and purged of molasses, which tinctures and imparts a brown colour to that kind denominated brown sugar. If, then, any refining process be applied to the sugar produced by boiling, it must be with a view to change and exalt its character; and thus, in proportion to the means used, are the different grades of white clayed, pulverised, lump and loaf sugar produced. Now, admitting that, by the process of making sugar in Cuba, three kinds are produced at the same time and in the same *form*, (as it is technically called) by the use of clay and water, that which is first made, and has the greatest quantity of molasses in it, is called *brown*, in contradistinction to the second grade, which is denominated inferior white, and to the third, which is the best kind of white sugar that can be made. The oldest and most experienced dealers in the article, who have been examined in this case, at the same time that they pronounce it to be white sugar, all concur in opinion that it is of an inferior kind, that is to say, that it belongs to the intermediate class, between brown and the best kind of white; or, in other words, that it is not brown, and therefore was falsely entered as such. It is in evidence, that the planters of Cuba mark their sugars on their plantations, agreeably to what they conceive their quality to be; that is, they put B for white, and Q for brown. This sugar is owned by a planter in Cuba, and was originally marked B, which may be fairly presumed to have been done by himself, according to the custom of the island, and as indicating his opinion of its kind and quality; and who could be a better judge of its attributes, and know better the refining process it underwent, than he who made it? Yet the evidence shews that some one has undertaken to give it a different character, by altering the mark upon it, probably not with a view to depreciate its value in market, but to introduce it into market, through the custom house, at a reduced

430

rate of duties. There are some other circumstances in this case, which deserve notice. The claimants have introduced a New York price current, of the 9th February last, for the purpose of shewing that 170 boxes *Cuba white* paid duty as *brown*. As to that fact, all I have to say is, that if these 170 boxes were white sugar in the sense of the act of Congress, I cannot perceive by what authority the collector of New York permitted duty to be paid on them as *brown* sugar, unless he was justified by their intended exportation, of which the price current speaks. The testimony shows that the best kind of Louisiana sugar sells in this market at from 5½ to 5¾ cents. And gentlemen Pritchard and Zacharie, witnesses for the claimants, say that the sugar in question is inferior to the best kind of Louisiana brown, yet Mr Zacharie, on the part of the claimants, appraised it, *on oath*, at 7½ per pound. Mr. Shepherd, another witness for the claimants, who thinks it is *brown* sugar, admits that he was willing to give 8 cents a pound for a great part of it, when it is in evidence that the best kind of Havana brown is worth, in this market, only from 6½ to 7 cents per pound; but this sugar, in the estimation of Mr. Zacharie, is worth 7½, and in that of Mr. Shepherd 8 cents a pound. Yet gentlemen Zacharie and Pritchard say it is inferior to the best Attakapas sugar, which is proven to be worth only 6 cents the pound. The argument then founded on this testimony would be, that although the sugar seized is inferior in kind to Louisiana sugar, it is nevertheless worth more. This is logic which I cannot comprehend, and the inconsistency of statement which I cannot reconcile. From all the evidence and circumstances of the case, taken in connection with my own sense of seeing, I am forced to the conclusion, that it is white sugar within the meaning of the act of Congress. There may indeed be a few boxes of brown among it, but as the owner or agent had thought proper to make and enter all alike, they must all share the same fate. And here perhaps it may be proper to remark, that if, by a refining process, white and brown sugars can be so nearly allied as to make no sensible difference between them in external appearance, and the mere entry of the owner is to stamp their character, there would be no difficulty in avoiding the increased duty on white sugar, and thereby defeating the policy of the Government of the United States on this subject. The claimants in their answer affirm that the entry of the sugar as *brown* was correct; and to establish that fact, the whole of their wisdom was employed. They then say that "if the court should decide the said sugar to be *white* sugar, these claimants aver, that they have acted in good faith, and without any design to practise deception or fraud, but that the same was done by mistake." It is true, seizures of this kind are made on suspicion of fraud, but it is not necessary to allege fraud in the libel, for the burthen of proof is on the claimant to shew, that by some accident or mistake, a wrong entry has been made; and if he fails so to do, the condemnation of his goods follows of course, for a false entry presupposes fraud, and it is for the claimant to purge himself of it by evidence. On this point, I fully recognise the doctrine laid down in 1st Paine, page 129, cited at bar, that "where goods are libelled under the 67th section of the act '99, (as in this case,) on the ground that they do not correspond with the entries, and the claimant sets up *mistake* as an excuse, the circumstance that probable cause of seizure has been made out, does not impose on the claimant the necessity of making out an *unusually* clear case of mistake; all that is incumbent on him, is to produce *ordinary* proof." Here, then, *some* proof of mistake on his part is required; but the claimants in this case have offered none: on the contrary, the gist of their

defence is, that there was no mistake, and *that* issue of fact was alone submitted to the court. It was objected in the argument, "that the collector did not examine these sugars in the presence of two or more reputable merchants," as required by law. I am at some loss to perceive the precise intention of the legislature in that enactment; it is not said that their *opinion* is to be taken on the subject by the collector They are only required to be present perhaps as witnesses, of whose testimony the claimant might afterwards avail himself on the trial, or in a prosecution against the collector for a tortuous seizure. If such be the object of the law, these claimants have no cause of complaint on that account; for, although the collector did not formally call in any merchants on the occasion, it is in evidence that a number of merchants, both for and against the claimants, were called in to examine the subject about the time and after seizure.

Having arrived at these conclusions, it only remains for me to direct a decree of condemnation to be entered up against these 84 boxes of sugar, as being forfeited to the United States.

Upon which opinion of the court, the following decree was entered on the records, to wit:

SPECIAL COURT, *Saturday*, *April* 9, 1831—Present, Hon. Sam. H. Harper.

THE UNITED STATES
vs.
84 BOXES OF SUGAR.

The court, having maturely considered this case, now adjudge, order, and decree, that the said 84 boxes of sugar be condemned as forfeited to the United States; that they be sold by the Marshal, after the usual notice, and the proceeds distributed according to law.

Upon which decree, the Marshal made the following return, to wit:

By virtue of the within order of court, the sugar therein named was exposed to public sale, on the 28th day of April, 1831, and was sold for cash, as follows, to wit: 13 boxes, marked C, 5,674 lbs. $482 31, at 9 cents per pound; and 20 boxes marked B, 8,214 lbs. $513 96, at 6⅜ cents per pound; and 51 boxes marked B, 20,671 lbs. $1,342 21, at 6⅜ cents per pound; making in all, $2,338 48; deducting costs, $188 42, nett proceeds, $2,250 06.

JAMES NICHOLSON,
U. S. Deputy Marshal.

And on the 16th April, 1831, the following entry was made on the minutes, to wit:

Saturday, *April* 16, 1831.—Special court; present—Hon. Sam. H. Harper.

The UNITED STATES,
vs.
84 BOXES OF SUGAR.

On motion of J. A. Maghen, Esq. for claimants, it is ordered that the district attorney shew cause, on Saturday next, the 23d instant, at 11 o'clock, A. M., why an appeal should not be granted in this case to the Supreme Court of the United States, on their giving bond and security, according to law.

And afterwards, to wit: on the 26th April, 1831, the following entry was made on the minutes, to wit:

Tuesday, April 26, 1831.—Special court; present—Hon. Sam. H. Harper.

The UNITED STATES,
vs.
84 BOXES OF SUGAR.

The rule taken on the district attorney, on Saturday, the 16th instant, came on this day to be heard before the court; when, after some argument, it is agreed that this case lay over for further consideration.

And afterwards, to wit: on the 19th day of May, 1831, the court delivered its opinion, as to the right of appeal, in the following words, to wit:

The UNITED STATES,
vs.
84 BOXES OF SUGAR. } William Tufts, agent for claimant.

The claimant in this case claims the right of appeal to the Supreme Court of the United States, which the district attorney resists, on the ground that the amount in dispute is not sufficient to entitle him to that right. It is admitted that the estimated value of sugar, exclusive of duties, is less than $2,000; but if the duties on the sugar were added, it would make a greater sum than $2,000. It appears the collector, prior to the seizure of the sugar, took a general bond, or a bond for the gross amount of duties; but afterwards, in filling up the bond, did not include them. The claimant contends, and I think rightly, that he ought to have included them: it is not for a collector to anticipate the decision of the court. I conceive it to be his duty, *in all cases*, to ascertain and charge the duties, so that if restitution of the goods seized be decreed, the claimant will be held liable for the duties; or if they be condemned, the duties, if paid, will be refunded to the claimant; or if the bond be not then due, it will be cancelled, and the whole transaction, as it really occurred, reported to the proper department of the Government in the account current of the collector. It will not be pretended that both the forfeiture of the goods and the duties thereon shall inure to the United States; but if no bond for duties be taken, and the thing seized should be restored, the Government might have some difficulty in recovering duties, which I think clearly demonstrates the obligation of the collector to take bonds in all cases, where the duties are not paid in hand, inasmuch as he cannot possibly foresee the result of the prosecution; and, on the other hand, if on the inclusion of duties depends, in any case, the right of appeal, the collector has no power to take away that right by a non-compliance with the law. That would be literally to take advantage of his own wrong. On this branch of the subject, I have no doubt. But another question of more difficulty arises, which is, did the duties in this case form part of the matter in dispute between the parties? The Supreme Court of the United States has lately, in the case of Gordon *vs.* Ogden, decided that a *defendant* cannot support an appeal in that forum, from a judgment obtained against him in a court below, for a less sum than $2,000; because that judgment is the only matter in dispute before that tribunal, whatever might have been the original amount in controversy. In such a case, however, the court held that the plaintiff could sustain an appeal, because, on the judgment being reversed, he might

still recover the original sum claimed in his declaration. I will not presume to controvert the correctness of this decision; yet I cannot clearly perceive why the rule should not operate equally on plaintiff and defendant; for, if on a reversal, the plaintiff might subsequently recover more, might not the defendant, on a reversal, get clear of the debt altogether? This decision, which gives to plaintiffs greater privileges than are enjoyed by defendants, was made on the common law side of the court; but as in the admiralty all the parties litigant are actors or plaintiffs, it seems to me this claimant is as much entitled to the benefit of that decision, as would be the libellants. And now the question is, would either of them be entitled to an appeal in the present case? The language of the law is, that "final judgments and decrees in civil actions, where "the matter in dispute exceeds the sum or value of $2,000, exclusive of costs, may "be re-examined and reversed or affirmed in the Supreme Court." Now, what was the matter in dispute in this case? The *matter* was 84 boxes of sugar, and the dispute was, whether or not they were subject to forfeiture. In the case of Wilson, *vs.* Daniel, reported in 3d Dallas, the court decided that "the value of the *thing demanded* in the court below, determines the legality of the writ of error or appeal in relation to the value." In this case, "the thing demanded" on the one side, was the forfeiture of a specific quantity of sugar, and, on the other, the restoration of the same article, the value of which did not amount to $ 2,000. There was no demand made of duties, nor could such demand have been taken into consideration in the case then before the court. There was no contest about the duties. If the sugar had been restored, then the claimant, if he had given bond for the duties, would have been bound to pay them; if condemned, he would not have been liable for their payment. The question then of duties depended on the decision of the case, and was a *consequence* rather than a *part* of the judgment. If a decree of restoration had been pronounced, the libellants could not have claimed the right of appeal, on the ground that they were seeking also for the duties; for the payment of duties would have been the result of such decree; and if it had afterwards been reversed, and the sugar ultimately condemned, they could not, in that case, claim the duties also. If the claimant were seeking to avoid the payment of duties as a consequence of the decree against him, that would prove on the face of it that the duties were a substantive part of the matter in dispute; but so far from complaining of the imposition of duties, he is endeavoring to incur their payment, for that would be the direct effect of a reversal of the judgment. I had hoped that this case would have been taken up to the Supreme Court by consent of parties, and after learning that such consent could not be obtained, I have endeavored in vain to find out some reason which would justify me in granting the appeal. It was said at bar, that the Supreme Court alone ought to determine its own jurisdiction, and that therefore I ought to send up this case for their decision on that point. If no objection to granting an appeal had been made on the part of the Government, I should have made none; but as it has been made, I am bound to pronounce an opinion on it; and, if that opinion be wrong, it can be corrected by means of a *mandamus*. But the argument is unsound, as applied to cases of this description; for, according to it, I would be bound to grant an appeal in a case palpably not exceeding $600 in amount, on the principle that the Supreme Court alone can settle such questions of jurisdiction. The allowance of an appeal in this case, would not have the effect of putting the proceeds of the sugar in the pocket of the claimant, *pendente lite;* he will therefore lose nothing but

458

time, if he should be successful in his application for a mandamus, and to that course I feel bound to refer him. Upon which opinion of the court, the following order was entered on record, to wit:

Thursday, May 19, 1831.—The court met pursuant to adjournment; present -Hon. Saml. H. Harper.

The UNITED STATES, *vs.* 84 BOXES OF SUGAR. } Rule to show cause why an appeal should not be granted.

The court having maturely considered the rule in this case, now order that the same be dismissed.

COURT OF THE UNITED STATES, EASTERN DISTRICT OF LOUISIANA.

I, Lewis M. Davidson, deputy clerk of the district court of the United States for the eastern district of Louisiana, do hereby certify, that the foregoing pages contain a full, faithful, and true transcript of the records and process, together with all the proceedings relating thereunto, in the case wherein the United States are libellants against 84 boxes of sugar, claimed by William Tufts & Co., agents of Juan Costa.

[L. S.] In testimony whereof, I have hereunto signed my name, and affixed the seal of said court, this 21st day of July, A. D , 1831.

L. M. DAVIDSON, *Deputy Clerk.*

UNITED STATES OF AMERICA, EASTERN DISTRICT OF LOUISIANA.

I, Samuel H. Harper, Judge of the United States for the districts of Louisiana, do hereby certify, that Lewis M. Davidson, who has certified the foregoing transcript, is now, and was at the time of doing so, deputy clerk of the district court of the United States for the eastern district of Louisiana; and that, to his official attestations as such, full faith and credit are due, and that the certificate to the said transcript is in due form of law.

Given under my hand, at the city of New Orleans, this 21st day of July, 1831.

SAM. H. HARPER,
Judge U. S. for Louisiana.